



Enterprise Agreement 2021, No. 8.

1.	TITLE.....	5
	PART A.....	5
2.	AIMS AND OBJECTIVES OF AGREEMENT	5
2.1	SERVICE PROVISION PRINCIPLES AND LOCAL GOVERNMENT PERFORMANCE REPORTING FRAMEWORK (LGPRF)	5
3.	APPLICATION AND OPERATION OF AGREEMENT.....	7
3.1	DATE AND PERIOD OF OPERATION	7
3.2	PARTIES BOUND	7
3.3	POSTING OF AGREEMENT	7
3.4	DEFINITIONS.....	7
3.5	RELATIONSHIP TO PARENT AWARD.....	9
3.6	FLEXIBILITY CLAUSE	10
3.7	WORKFORCE PLANNING	11
4.	WAGES AND RELATED MATTERS.....	12
4.1	QUANTUM AND TIMING	12
4.1.1	First Instalment.....	12
4.1.2	Second Instalment.....	12
4.1.3	Third Instalment.....	12
4.1.4	Superannuation	12
4.1.5	Salary Structures (Refer Appendix A)	13
4.2	NO 'SPOTTING' OF STAFF ON BAND / LEVEL.....	14
4.3	BAND 4 CLASSIFICATION FOR TRADE QUALIFIED STAFF	14
4.4	END OF BAND PAYMENT	14
4.5	SALARY SACRIFICE	15
4.6	SENIOR OFFICER.....	15
4.7	PAYMENT OF SWAN HILL RURAL CITY COUNCIL MUNICIPALITY RATES THROUGH PAYROLL DEDUCTION	15
4.8	PAYMENT OF UNION FEES.....	15
4.9	POSITION DESCRIPTIONS	16
4.10	TERMS OF EMPLOYMENT.....	16
5.	REDEPLOYMENT, RETRAINING AND REDUNDANCY	16
5.1	REDEPLOYMENT AND RETRAINING.....	16
5.2	REDUNDANCY PACKAGE.....	17
5.1.3	SUPERANNUATION.....	17
5.1.4	TRANSFER OF BUSINESS.....	18
5.1	TEMPORARY FUNDED POSITIONS.....	18
5.3	STAFF ENTITLED TO ACCESS ALTERNATIVE EMPLOYMENT STATUS	18
6.	HOURS OF WORK, OVERTIME AND RELATED MATTERS	19
6.1	FLEXIBLE HOURS AND COMPLETION OF WORK.....	19
6.2	ORDINARY SPREAD OF HOURS	19
6.3	MAXIMUM HOURS	19
6.4	OVERTIME.....	19
6.5	TAKING OF ACCRUED TIME	20
6.6	BANKING OF TIME IN LIEU.....	20
6.7	ACCESS TO ROSTERED DAYS OFF FOR NON DEPOT AND NON WORKSHOP STAFF	20
6.8	REST BREAKS	21
6.9	CLOSE DOWN OF COUNCIL OPERATIONS.....	21
7.	EMPLOYEE DEVELOPMENT	21
7.1	TRAINING AND DEVELOPMENT	21
7.2	TRAVEL TO CONFERENCES/TRAINING	22
7.3	WORKPLACE UNION DELEGATES.....	22

8.	SUPPORTING WORK LIFE BALANCE	22
8.1	PARENTAL LEAVE	23
8.2	AN ELIGIBLE CASUAL EMPLOYEE MEANS A CASUAL EMPLOYEE:	23
8.3	DEFINITIONS	23
8.4	BASIC ENTITLEMENT	24
8.5	MATERNITY LEAVE	24
8.6	SICK LEAVE AND SPECIAL MATERNITY LEAVE	25
8.7	PATERNITY/PARTNER LEAVE	25
8.8	ADOPTION LEAVE	26
8.9	ACCESS TO MATERNITY, PATERNITY AND ADOPTION LEAVE FOR SAME SEX COUPLES	27
8.10	BREASTFEEDING	27
8.11	AFTER HOURS DEPENDANT CARE	27
8.12	PRE—NATAL LEAVE	27
8.13	BEREAVEMENT / COMPASSIONATE LEAVE	27
8.14	CARERS LEAVE	28
8.15	CULTURAL AND CEREMONIAL LEAVE	28
8.16	LONG SERVICE LEAVE	28
8.17	TRANSFER OF LONG SERVICE LEAVE BETWEEN SWAN HILL RURAL CITY COUNCIL AND ANOTHER EMPLOYER NOT BOUND BY THE LOCAL GOVERNMENT (LONG SERVICE LEAVE) REGULATIONS	29
8.18	EMERGENCY SERVICES LEAVE	29
8.19	DEFENCE FORCE LEAVE	30
8.20	LEAVE WITHOUT PAY	30
8.21	PURCHASED LEAVE	30
8.22	SUPPORT FOR STAFF EXPERIENCING FAMILY VIOLENCE	30
9.	LOOKING AFTER OUR PEOPLE	33
9.1	COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY	33
9.2	STRESS IN THE WORKPLACE	33
9.3	FIT TO WORK SAFELY	34
9.4	DRUG AND ALCOHOL POLICY	34
9.5	STAFF REPLACEMENT	34
9.6	RETURN TO WORK FROM EXTENDED LEAVE	34
9.7	RETIREMENT PLANNING	35
9.8	EMPLOYEES AGED OVER 65 YEARS	35
9.9	ACCIDENT MAKE UP PAY	35
9.10	FUNERAL EXPENSES	36
9.11	CARERS FLEXIBILITY	36
10.	CONSULTATION AND DISPUTE RESOLUTION	36
10.1	INTRODUCTION OF CHANGE	36
10.1.1	EMPLOYER TO NOTIFY	36
10.1.2	EMPLOYER TO DISCUSS CHANGE	36
10.1.3	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK ...	37
10.2	ROLE OF THE CONSULTATIVE COMMITTEE	37
10.3	PREVENTION AND SETTLEMENT OF DISPUTES	38
11.	WORKSITE FLEXIBILITIES DEPOT AND FLEET / WORKSHOP	39
11.1	HOURS OF WORK	39
11.2	COMMENCEMENT AND CESSATION OF DUTIES	40
11.3	ADVERSE WEATHER	40
11.4	ALLOWANCES	41
	(a) Depot Call Out Arrangements	41
	(b) Depot General Allowance	41
	(c) Trade Allowance – Fleet/Workshop	42
12.	WORKSITE FLEXIBILITIES COMMUNITY CARE	42
12.1	CLASSIFICATION AND RATES OF PAY	42

12.2	ANNUAL LEAVE	42
12.3	SICK LEAVE	42
12.4	ORDINARY HOURS	42
12.5	AGREED HOURS	43
12.6	VARIED HOURS	43
	(a) Self Rostered Staff	43
	(b) Rostered Staff.....	43
12.7	MINIMUM HOURS	43
12.8	TIMESHEET	43
12.9	TRAVEL TIME	43
12.10	VEHICLE ALLOWANCE	44
12.11	CANCELLED SERVICE ALLOWANCE	44
13.	WORKSITE FLEXIBILITIES - PIONEER SETTLEMENT	44
13.1	HOURS OF WORK	44
13.2	HEARTBEAT OF THE MURRAY	44
13.3	DUTY MANAGER	45
13.4	PENALTY RATES	45
13.5	OVERTIME	45
13.6	PUBLIC HOLIDAYS	45
14.	WORKSITE FLEXIBILITIES LIBRARY	45
14.1	HOURS OF WORK	45
15.	WORKSITE FLEXIBILITIES – MATERNAL AND CHILD HEALTH.....	46
15.1	WORKLOAD REVIEW	46
15.2	HIGHER QUALIFICATIONS ALLOWANCE.....	46
15.3	WAGES STRUCTURE – IMMUNISATION NURSES.....	47
15.4	MINIMUM ENGAGEMENT – IMMUNISATION NURSES.....	47
15.5	MATERNAL AND CHILD HEALTH COORDINATOR.....	47
15.6	MEAL BREAKS	47
15.7	ADDITIONAL HOURS – PART TIME EMPLOYEES	47
15.8	INFORMATION TECHNOLOGY	47
15.9	ADMINISTRATIVE SUPPORT	48
15.10	PROFESSIONAL DEVELOPMENT CONFERENCES AND SEMINARS.....	48
15.11	CLINICAL SUPERVISION / REFLECTIVE PRACTICE.....	48
15.13	ENHANCED HOME VISITING PROGRAM	49
15.14	PRECEPTOR/MENTORING	49
16.	WORKSITE FLEXIBILITIES – TOWN HALL EMPLOYEES.....	49
16.1	COVERAGE	49
16.2	ORDINARY SPREAD OF HOURS	49
16.3	OVERTIME.....	50
16.4	10 HOUR BREAK.....	50
16.5	TIME OFF IN LIEU	51
16.6	MEAL BREAKS	51
16.7	MEAL BREAKS - OVERTIME	51
16.8	RECALL TO WORK	52
17.	NO FURTHER CLAIM	52
	APPENDIX A - SALARY STRUCTURE AND RATES OF PAY	53
	PART B	
	VICTORIAN LOCAL AUTHORITIES AWARD 2001	1
	PART C	
	NURSES (ANMF - VICTORIAN LOCAL GOVERNMENT) AWARD 2015	1

ENTERPRISE BARGAINING AGREEMENT No. 8

1. TITLE

This Agreement shall be known as the Swan Hill Rural City Council Enterprise Agreement, 2021, No.8.

PART A

2. AIMS AND OBJECTIVES OF AGREEMENT

The parties seek to ensure that its services are appropriate for, and responsive to, the needs of its community. The parties seek to ensure the security of their position and maintain their job satisfaction. This document recognises these needs, and documents the negotiated position where the needs of both the organisation and the staff are met.

Swan Hill Rural City Council requires flexibilities over and above those documented in the relevant Award. These flexibilities will facilitate the appropriate level, type and costs of services delivered to the community.

This will be achieved through increasing entitlements accruing to staff under the relevant Award(s), including but not limited to redundancy entitlements, flexibilities that facilitate a balance between work and family commitments, and remuneration. In exchange, flexibilities from award conditions such as spread of hours, ordinary hours, banking of time, four week rosters, times and/or location of work commencement and completion ensure that both parties to the agreement benefit as a result of its implementation.

2.1 SERVICE PROVISION PRINCIPLES AND LOCAL GOVERNMENT PERFORMANCE REPORTING FRAMEWORK (LGPRF)

Service Performance Principles

The parties agree to comply with the Service performance principles contained in s106 of the Local Government Act 2020106 Service performance principles

- 1) A Council must plan and deliver services to the municipal community in accordance with the service performance principles.
- 2) The following are the service performance principles -
 - (a) services should be provided in an equitable manner and be responsive to the diverse needs of the municipal community;
 - (b) services should be accessible to the members of the municipal community for whom the services are intended;
 - (c) quality and costs standards for services set by the Council should provide good value to the municipal community;

(d) a Council should seek to continuously improve service delivery to the municipal community in response to performance monitoring;

(e) service delivery must include a fair and effective process for considering and responding to complaints about service provision.

Local Government Performance Reporting Framework

The primary objective of the LGPRF is to provide comprehensive performance information that meets the needs of stakeholders. This is an objective that seeks to balance the needs and expectations of a number of audiences. In meeting this objective:

- Councils will have information to support strategic decision-making and continuous improvement.
- Communities will have information about council performance and productivity.
- Regulators will have information to monitor compliance with relevant reporting requirements.
- State and commonwealth governments will be better informed to make decisions that ensure an effective, efficient and sustainable system of local government.

To provide a comprehensive picture of Council performance, four indicator sets (service performance, financial performance, sustainable capacity and governance and management) have been developed across three thematic areas (service performance, financial performance and sustainability). An objective for assessing performance against each thematic area has been established to inform the development of performance indicators.

Employment Security

The parties shall take steps to ensure that the Council has a stable, committed and secure workforce.

This shall be undertaken in the following ways:

- Explore all avenues to maximise employment security.
- Recognise the importance of retaining in-house contracts through the service provision process.

3. APPLICATION AND OPERATION OF AGREEMENT

3.1 DATE AND PERIOD OF OPERATION

This Agreement shall operate from seven days after date of approval by Fair Work Commission and shall remain in force to 30 June 2024.

The parties agree to review this Agreement and negotiations shall commence for a subsequent Enterprise Bargaining Agreement not less than three months prior to the expiration of this Agreement.

3.2 PARTIES BOUND

This Agreement shall be binding on:

- (a) Australian Services Union; Professionals Australia; Australian Nursing and Midwifery Federation.
- (b) Swan Hill Rural City Council.
- (c) All employees, excluding the Chief Executive Officer, of Swan Hill Rural City Council who are eligible to become financial members of the organisations listed in sub-clause (a) hereof.

3.3 POSTING OF AGREEMENT

A copy of this Agreement will be made available to all employees whose employment is covered by it.

Where an employee has access to a computer, it shall be of sufficient compliance to make an electronic copy of the Agreement available.

3.4 DEFINITIONS

Immediate Family - for the purpose of this agreement 'Immediate Family' shall include:

- (a) Spouse, including former spouse, defacto spouse, of the employee. A defacto spouse means a person of same or opposite sex to the employee who lives with the employee as his or her life partner on a bona fide domestic basis; and
- (b) Child or adult child, including an adopted child, step child or ex-nuptial child, parent, grandparent, grandchild, or sibling of the employee or spouse of the employee; and
- (c) Any other person who normally resides in the employee's household, and for whom the employee has a duty of care as if the person was a child or dependant of the employee.

Agreement means Swan Hill Rural City Council Enterprise Agreement 2021.

Award means Part B and/or Part C of this Agreement, where applicable.

Program means the work unit or work area that an employee is employed in.

Manager means the Manager of a work unit or work area, referred to in this Agreement as a 'Program'.

CPI means the Consumer Price Indexed as determined by the Australian Bureau of Statistics over the 12 months to the March quarter as expressed in the weighted average of the eight capital cities.

Employee Group A means all employees who 'opted in' for 1.5% pay increase and 0.5% superannuation increase in the 2018 Enterprise Agreement. Any employees appointed after [7/7/2018] are also included in Group A.

Employee Group B means all employees who 'opted out' for 2% pay increases in the 2018 Enterprise Agreement and no additional increase in the employer contribution.

Senior officer refers to a member of Council Staff who has management responsibilities and generally reports directly to the Chief Executive Officer.

Definitions for the Purposes of Clause 11

Depot Staff refers to staff engaged in road construction and maintenance, concreting or parks and gardens.

Designated logical starting point means the normal nominated suitable starting point for each employee, which may or may not be a fixed or static location.

Fleet/Workshop Staff refers to staff engaged in maintenance and repair of Council's plant and machinery and vehicle fleet.

Lunch break means the 30 minute break and means the time from which an employee ceases work and the time when he/she recommences work and includes all travel time to or from a shop or depot etc. Lunch breaks will be taken at a suitable and appropriate time during the day, and will generally be taken at the work site.

Definitions for the purposes of Clause 12

High Level Respite Care means care provided to clients with high needs and who require continual supervision or assistance. Clients may have advanced dementia or a disability which prevents them carrying out self-care. Home Carers could be required to perform the full range of personal care and/or provide assistance with therapies/medication and monitoring clients' wellbeing.

Low Level Respite Care means care involving minimal supervision of a client who has low needs but is able to be left alone. Minimal personal care such as assistance with toileting is provided. When in the home setting, housekeeping is also performed as required.

Personal Care means providing personal care duties and assistance with personal hygiene tasks including dressing and undressing, toileting and showering, dental hygiene, and may include some General Home Care activities.

Social Support means providing additional support to clients who are either at risk to isolation or require temporary additional support due to unforeseen

circumstances e.g., death of family member, sudden illness or medical treatment.

Specific Care means that Carers are required to apply their skills and training to assist people with disabilities in a variety of ways including implementing individual programs and therapies developed by professionals, Personal and Respite Care, taking clients on outings that promote independence and develop skills and Minimal General Home Care duties would be included.

Average rate of pay for preceding 12 month period means the average rate of pay for the previous income tax financial year indexed against pay increases contained in Clause 4 of this Agreement.

Definitions for the purposes of Clause 15

Award means nurses (Nurses (ANMF) – Victorian Local Government) Award 2015

DET means Department of Education and Training

Higher Qualification Allowance means as defined by the Award.

3.5 RELATIONSHIP TO PARENT AWARD

3.5.1 This Agreement replaces the Swan Hill Rural City Council Enterprise Agreement 2018.

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

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

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

3.5.5 Consolidation of agreement - By the commencement of negotiations for the next enterprise agreement, the parties endeavour to consult on a combined Part A, Part B and Part C, with the intention of simplifying the Agreement, removing duplication and maintaining conditions. Subject to

agreement being reached, the parties support incorporating the consolidated provisions into the next Enterprise Agreement.

3.6 FLEXIBILITY CLAUSE

- 3.6.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement, if the agreement deals with one or more of the following matters:
- a) arrangements for when work is performed
 - b) overtime rates
 - c) penalty rates
 - d) allowances
 - e) leave loading
- 3.6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 3.6.3** The agreement between the employer and the individual employee must:
- a) Be confined to a variation in the application of one or more of the terms listed in Clause 3.6.1.
 - b) Result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 3.6.4** The agreement between the employer and the individual employee must also:
- a) Be in writing, namely the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian.
 - b) State each term of this Agreement that the employer and the individual employee have agreed to vary.
 - c) Detail how the application of each term has been varied by agreement between the employer and the individual employee.
 - d) Detail how the employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement.
 - e) State the date the agreement commences to operate.
- 3.6.5** The employer must ensure that copies of this Award and the NES are available to all employees.
- 3.6.6** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.6.7 The employer must provide copies of all flexibility arrangements made under this clause to the Union, upon request and subject to the approval of the employee.

3.6.8 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's comprehension of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

3.6.9 The agreement may be terminated:

- a) By the employer or the individual employee giving four weeks notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- b) At any time, by written agreement between the employer and the individual employee.

3.7 WORKFORCE PLANNING

A Chief Executive Officer (CEO) must develop a workforce plan under **Section 48** of the *Local Government Act 2020*. The workforce plan will:

- describes the organisational structure of the Council;
- specifies the projected staffing requirements for a period of at least 4 years;
- and sets out measures to seek to ensure gender equality, diversity and inclusiveness

3.7.1 Gender Equity

Council will ensure they consult with staff and the unions via the consultative committee, in the implementation of the Gender Equality Act 2020 (Vic) and the implementation of gender equity or workforce related provisions of the Local Government Act 2020.

3.7.2 Workplace Diversity

Council is committed to promoting and supporting diversity in the workplace and recognises that our success depends upon our people, with their diverse views, abilities, skills, languages, cultures, perspectives and experiences.

Council is an inclusive organisation that values fairness, equity and diversity consistent with the Local Government Act 2020 and the Staff Code of Conduct. This commitment is demonstrated in all employee behaviours, strategies to remove barriers to employment and fostering a culture and environment which eliminates discrimination and harassment whilst celebrating individual differences.

4. WAGES AND RELATED MATTERS

4.1 QUANTUM AND TIMING

Wage increases shall apply as follows:

4.1.1 First Instalment

A 1 per cent per annum increase in wages shall be granted to all employees of Swan Hill Rural City Council, as from the first full pay period to commence on or after 1 July 2021.

4.1.2 Second Instalment

A 1 per cent per annum increase in wages shall be granted to all employees of Swan Hill Rural City Council, as from the first full pay period to commence on or after 1 July 2022.

4.1.3 Third Instalment

A 1 per cent per annum increase in wages shall be granted to all employees of Swan Hill Rural City Council, as from the first full pay period to commence on or after 1 July 2023.

NOTE: Please see superannuation explanation 4.1.4.

The parties agree that all wage increments shall be based on the cumulative weekly rate which becomes payable during the life of this Agreement.

4.1.4 Superannuation

The employer will make superannuation contributions regardless of income level, on behalf of each employee, at the rate required under the Superannuation Guarantee (Administration) Act 1992 or its successor, as a minimum. Council will also make superannuation contributions on councils paid parental leave (clause 8.4).

Employee Group A

Employees who opted in, to the additional employer contribution payment into their superannuation in the previous EBA (2018), will remain in the scheme.

Group A employees will receive a 1.0 per cent pay increase (as described in clause 4.1), and 0.5 per cent payment into superannuation, the employer Superannuation Contributions will be as follows:

1 July 2021 12.0 per cent, (Superannuation Guarantee Rate 10.0% plus 2.0% - (1.5%) from the 2018 EBA and (0.5%) 2021 EBA)

- 1 July 2022 12.5 per cent, (Superannuation Guarantee Rate 10.0% plus 2.5% - (1.5%) from the 2018 EBA and (1.0%) 2021 EBA
- 1 July 2023 13.0 per cent, (Superannuation Guarantee Rate 10.0% plus 3.0% - (1.5%) from the 2018 EBA and (1.5%) 2021 EBA

Employee Group B

Employees who opted out, of the additional employer contribution payment into their superannuation in the previous EBA (2018) can remain opted out.

Group B employees will receive a 1.5 per cent pay increase, the employer Superannuation Contributions will remain at the rate required under the Superannuation Guarantee (Administration) Act 1992 or successor, that rate of contribution is currently 10.0 per cent (The Statutory Rate).

Should the Statutory Superannuation Guarantee (SG) Rate increase in 2022 & 2023, all employer contributions will increase by the same percentage increase.

All employees will be entitled to nominate a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993. Where an employee does not nominate a superannuation fund, the employer will make contributions to Vision Super.

An employee may also elect to make voluntary contributions to a complying superannuation fund by way of wage/salary deduction.

4.1.5 Salary Structures (Refer Appendix A)

From the first full pay period to commence on or after 1 July 2021, Salary Structures (Appendix A) will include the following provisions:

- The **Depot General Allowance**, as outlined in Clause 11.4(b) of this Agreement, will be as per Appendix A - Depot General Allowances. The 'Outdoor – Depot' Salary Structure will be adjusted in accordance with percentage increases as outlined in this Clause.
- **Industry Allowance**, as outlined in Part B Clause 23.1.7(c) of this Agreement, the 'Outdoor – Other' Salary Structure will not be adjusted in accordance with percentage increases as outlined in this Clause.
- **Higher Qualifications Allowance**, as outlined in Clause 15.2 of this Agreement, will be incorporated into the main rate of pay for Maternal and Child Health Nurses and included as separate Salary Structures and Rates of Pay called '**Maternal and Child Health Nurses**' and '**Maternal and Child Health Co-ordinator**' in Appendix A of this Agreement. The Maternal and Child Health Nurses and Maternal and Child Health Co-ordinator Salary Structures will be adjusted in accordance with percentage increases as outlined in this Clause.

- **Allowances** pursuant to **Part B** of this Agreement will not be adjusted during the life of this agreement if above award rates.

4.2 NO 'SPOTTING' OF STAFF ON BAND / LEVEL

Council believes that an employee should not be 'spotted' on a Band/Level simply because of their position or title. Therefore, unless otherwise identified in this document, the requirements for progression as included in the Victorian Local Authorities Award 2001 shall apply to all staff within the organisation regardless of position or title.

4.3 BAND 4 CLASSIFICATION FOR TRADE QUALIFIED STAFF

Staff who have obtained a recognised Trade Qualification (minimum Certificate III), and this Trade Qualification is relevant to and required for their position within Council, shall have their position classified at Band 4, with opportunity to move through the levels within Band 4. This is applicable to plumbing, building/carpentry, mechanic and welder trades only, unless otherwise agreed between the parties.

4.4 END OF BAND PAYMENT

Employees who are at the end of their relevant band in the Award will be entitled to a one off payment on an annual basis, upon the successful completion of the following requirements:

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

Entitlement to End of Band Payment for employees will be 12 months after reaching the end of band.

End of Band Payment for permanent full time employees shall be \$800 or 1.5 per cent of total ordinary earnings, whichever is greater.

End of Band Payment shall be available to permanent part time employees who work in excess of 10 hours per week, averaged over the preceding 12 month period. Eligible permanent part time employees shall be paid an End of Band payment on a pro rata basis, with a minimum payment of \$400.

Community Care employees shall be eligible for an End of Band payment after four years of being paid the equivalent of Band 3.

Maternal and Child Health Nurses shall be eligible for an End of Band payment 12 months after being paid the equivalent of Year 4.

4.5 SALARY SACRIFICE

Salary sacrifice arrangements are offered to enable staff to take advantage of appropriate packaging options, provided that such options are cost neutral to Council, and that any arrangement is within the applicable taxation, legal and administrative guidelines. If the taxation, legal or administrative requirements alter, the arrangements shall be varied to reflect the alterations, ensuring that the packaging remains cost neutral to Council.

Prior to the introduction of any salary sacrifice arrangement, staff shall be provided with the options available, together with the details of the process for managing the scheme and the protection for employees who may wish to utilise the options.

At the time of signing this agreement, salary sacrifice is anticipated to include only the packaging of superannuation contributions. Any other packaging options that are cost neutral to Council may be considered upon application to the Chief Executive Officer.

Employees are encouraged to seek independent financial advice before entering salary sacrificing arrangements.

4.6 SENIOR OFFICER

A member of Council Staff who has management responsibilities and generally reports directly to the Chief Executive Officer. A senior officer can be employed on a fixed term contract no longer than 5 years.

4.7 PAYMENT OF SWAN HILL RURAL CITY COUNCIL MUNICIPALITY RATES THROUGH PAYROLL DEDUCTION

Employees shall be entitled to make Swan Hill Rural City Council municipal rates payments through regular payroll deductions on their principal place of residence.

Employees shall be responsible for ensuring payroll deductions are sufficient to meet normal rate payment requirements, otherwise normal interest charges will apply.

To access provisions within this Clause, payroll deduction forms for payment of rates are to be lodged within two weeks of issue of annual Rates Notice.

4.8 PAYMENT OF UNION FEES

An employee who wishes to have deductions made from their pay shall advise Council in writing of the details of the deductions which shall include the name of the organisation to whom the deduction is to be made, the amount of the deduction and the frequency of the deduction.

4.9 POSITION DESCRIPTIONS

All staff of Swan Hill Rural City Council have a position description. In accordance with the annual staff performance appraisal process, the position description of each employee is reviewed during the performance appraisal, to ensure it accurately reflects the current duties and responsibilities of the staff member.

All changes to the position description shall be agreed, with the position description signed by the staff member and relevant management representative or Chief Executive Officer, as evidence of the agreement.

4.10 TERMS OF EMPLOYMENT

Council Management shall, in consultation and co-operation with employees, determine the minimum number of 'permanent' full-time and/or part-time staff required to undertake the 'core' functions of the Program.

Employees shall perform such work, including reasonable overtime subject to applicable Award conditions or as otherwise agreed, and utilise such tools and equipment as are within the limits of the employee's skill, competence and training.

External providers, including sub-contractors, may be used to supplement employee numbers, particularly during peak work periods or where specialist skills and/or equipment are required.

Any disputes about the application of this clause will be referred to the Consultative Committee for recommendation to the Chief Executive Officer.

This clause shall not be used to deliberately or unnecessarily reduce the number of permanent employees or the skills of individual employees.

5. REDEPLOYMENT, RETRAINING AND REDUNDANCY

This clause shall apply to all permanent full time and part time staff of Swan Hill Rural City Council.

5.1 REDEPLOYMENT AND RETRAINING

Every reasonable effort shall be made by Council to redeploy an employee whose position is made redundant, to another vacant position that the employee is or will become capable of performing with appropriate training. Where an employee needs retraining to take a redeployed position, and is willing to undertake such training, Council, in consultation with the employee, will decide on any training required to fulfil the position.

The vacant position(s) shall be identified by Council. Preference will be given to redeployment to a vacant position(s) at the same classification level. However, where Council considers it impossible to offer an employee redeployment to a vacant position at the same classification level, Council may offer redeployment to a vacant position at a lower classification level but will maintain the employee's existing rate of pay for a period of 12 months, upon acceptance of the offer.

Council shall make available to an employee all relevant information pertaining to the vacant positions including duties, banding, responsibilities, reporting arrangements and work location.

Any application by the employee for appointment to any position must be made no less than seven working days (unless otherwise agreed) of notification and provision of information related to the position.

Where two or more employees apply for the same position, appointment shall be determined in accordance with the agreed selection procedures and practices of Council.

5.2 REDUNDANCY PACKAGE

An employee who is to be retrenched as a result of an office or a position being abolished shall be entitled to the following package on retrenchment:

- a) Four weeks pay in lieu of notice:
 - (i) In addition to the above, employees over 45 years of age at the time of the giving of the notice with no less than two years continuous service, shall be entitled to an additional three weeks notice.
 - (ii) In addition to the above, employees over 55 years of age at the time of the giving of notice with no less than two years continuous service, shall be entitled to an additional two weeks of notice.
- b) Severance pay calculated on the basis of two weeks for each completed year of service to a maximum of 48 weeks pay.
- c) Lump sum payment of \$5,500 (pro rata for part time employees).
- d) Pro rata long service leave payable after five years of service, for redundancies.
- e) 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 purpose of Part B of the parent Award, no payment shall be made. However, the value of the motor vehicle in accordance with the Salary Package Agreement shall form part of the employee's 'rate of pay' for the purposes of determining the payment.
- f) On any time off for training, attendance at job interviews and/or specialist support, including the provision of in-house training on job search skills, for periods which, in aggregate, do not exceed 13 days or the provision of out placement services upon termination to a value not exceeding \$2,000.

5.1.3 Superannuation

- a) Where applicable, superannuation benefits payable on retrenchment shall be in accordance with employee's entitlements under the relevant superannuation fund.
- b) Council shall submit to the Local Authorities Superannuation Board (Vision Super), or other relevant Superannuation Fund, the appropriate notification

form indicating retrenchment. A summary outlining the circumstances preceding the termination is requested to assist the Local Authorities Superannuation Board (Vision Super), or other relevant Superannuation Fund.

5.1.4 Transfer Of Business

Where a business or part of a business covered by this EBA is transferred from Swan Hill Rural City Council to another employer, the terms of this clause shall apply.

- a) In this clause 'business' includes trade, process or business, and 'transfer' includes outsourcing, conveyance, assignment or succession whether by agreement or by operation of law. 'Transferred' has a corresponding meaning.
- b) Council shall pay a redundancy to all employees terminated due to the transfer in accordance with the redundancy provisions of this EBA.

5.1 TEMPORARY FUNDED POSITIONS

Staff employed in a temporary nature through funding sources external to standard Council operations shall be advised of their nominated termination date based on funding provisions, and will not be entitled to a redundancy at the end of the agreed appointment period.

Where the external funding source is withdrawn or re-auspiced prior to the nominated termination date, staff employed in a temporary funded position may be terminated with four (4) weeks notice, with no entitlement to redundancy or payout of the appointment period.

At the discretion of Council, and with the agreement of the staff member, a temporary funded position may be extended and/or reappointed without re-advertisement of the position. This process does not however make the position a permanent position within Council.

The Consultative Committee will receive notification of funded or extended positions under this Clause.

Staff employed in a temporary nature under this Clause shall be entitled to apply for alternative vacant positions within Council. Previous service with Council will be recognised where they successfully gain permanent employment.

5.3 STAFF ENTITLED TO ACCESS ALTERNATIVE EMPLOYMENT STATUS

The parties recognise that due to the diverse nature of local government employment opportunities, staff may work across a number of Council programs. This may at times result in staff being paid different rates of pay, having different employment conditions or holding a different employment status between each Program. For example, a staff member may be employed

as permanent part time in one Council Program and then employed as a casual in another Council program.

The parties will not limit the potential for staff to work in a variety of Council areas and under different employment status provisions, so far as is practicable.

6. HOURS OF WORK, OVERTIME AND RELATED MATTERS

6.1 FLEXIBLE HOURS AND COMPLETION OF WORK

Hours of work will be in accordance with the Award or as specified in this Agreement. Specific Engagement and Special Engagement provisions in the Award will apply, in addition to Standard Engagement.

All work shall be taken to its logical and practical completion prior to departure at the end of the day, lunch or rest breaks.

Any time worked in excess of the normal rostered hours in any one day are to be agreed to by the immediate supervisor or delegated authority, prior to the work required being undertaken.

6.2 ORDINARY SPREAD OF HOURS

The ordinary spread of hours for work areas with a six (6) or seven (7) day a week operation shall be 7.00am to 7.00pm Monday to Sunday (applicable to Town Hall, Visitor Information Centre, Pioneer Settlement and Art Gallery).

The ordinary spread of hours of work for employees on standard engagement in all other work areas shall be between 6.00am to 6.00pm, Monday to Friday.

If staff are required to work from home the ordinary spread of hours of work shall be between 6am-10pm to allow greater flexibility. Approval for employees to perform work after 7pm, at ordinary rates, will only be as a result of employee requests for flexible work arrangements. Any employee directed to work beyond 6pm or 7pm (whichever is applicable above) will be entitled to penalty rates.

6.3 MAXIMUM HOURS

A maximum of 10 hours within the ordinary spread of hours may be worked in any one day, with a maximum of 76 hours to be worked in any two week period.

Any time worked up to 10 hours in a day shall be banked as time for time.

6.4 OVERTIME

Overtime is defined as:

- Any work in excess of 10 hours per day and/or 76 hours in any two week period.
- For general library staff, any work in excess of 10 hours per day and/or 70 hours in any two week period.

- Any work outside the ordinary spread of hours.

Overtime will be paid in accordance with Part B and Part C of this Agreement. Alternatively, overtime may be banked as time-in-lieu, at the appropriate Award rate at the employees' choice or any other arrangement, by agreement.

6.5 TAKING OF ACCRUED TIME

Accrued time (time-in-lieu), accumulated in accordance with this clause, will be banked and taken at mutually convenient times.

Accrued time may be taken at a time which is agreed between the Manager and the employee, subject to the needs of the Program and Work Team, and may be added to annual or other leave. Accrued time-in-lieu is to be taken first, then annual leave and leave without pay as a last resort.

If any accrued time is unable to be taken due to unforeseen circumstances, or if the employee leaves the Program for any reason, then all such accrued time may be paid to the employee at the relevant rate, unless other (no less favourable) arrangements are made by agreement between the Manager and employee.

The 'relevant rates' are accrued time in lieu of overtime will be paid at the rates as identified within this Clause and accrued RDO's will be paid at ordinary rates.

6.6 BANKING OF TIME IN LIEU

A maximum of five banked days may be accumulated at any one time, unless otherwise agreed. Banked time in excess of the maximum will be paid at the appropriate Award penalty rates.

All banked time to be taken as soon as possible at a mutually convenient time. If there is excessive banking of time-in lieu, Council may request that this is paid out at the appropriate penalty rates at the end of each fortnight or end of financial year, unless otherwise agreed.

6.7 ACCESS TO ROSTERED DAYS OFF FOR NON DEPOT AND NON WORKSHOP STAFF

All full time banded staff, including MCH staff, will have access to 12 Rostered Days Off (RDOs) per calendar year. Staff will work additional hours to accrue RDOs, for example, working a 40 hour week.

To ensure appropriate rostering of staff, at the commencement of the calendar year Council will set the dates that RDO's will be taken for the year. These dates may include extension to current Easter public holiday provisions, Melbourne Cup weekend and anticipated office closure during the Christmas / New Year period.

Any alteration to the set dates for taking RDOs will be by agreement and where there is no impact in service delivery within the work unit. Agreement to alter the set days for taking of RDOs will not be unreasonably withheld.

Staff accessing RDOs in accordance with Clause 6.1.7 shall not be able to bank these RDOs.

6.8 REST BREAKS

Two 10 minute rest breaks per day shall be provided to each full time employee to be taken at times appropriate to the relevant work area.

Staff employed on a part time basis will be provided with one 10 minute rest break for each consecutive four (4) hours worked.

6.9 CLOSE DOWN OF COUNCIL OPERATIONS

Where Council decides to close down all or part of its operations, such as during the Christmas/New Year period, staff will be advised two months in advance.

Employees will be given the option of taking:

- Accrued annual leave
- RDOs
- Other accrued time-in-Lieu
- Annual leave in advance
- Working during the period of close down
- Leave without pay

7. EMPLOYEE DEVELOPMENT

7.1 TRAINING AND DEVELOPMENT

Training is a fundamental element of staff development and increases the value of the staff member to the organisation. In recognition of the importance of training, Council has developed policies and processes to enable relevant and equitable training for staff including study leave and the availability of funding for approved private study that an employee wishes to undertake.

The annual staff development and review process is the prime avenue for identification of required skill development of each individual staff member, as applicable to their work group and the organisation.

Any training needs identified as part of the staff development and review process will be provided or facilitated during the ensuing financial year

It is not the intention to financially disadvantage staff through the application of this Clause in relation to their normal roster provisions where they attend compulsory training.

7.2 TRAVEL TO CONFERENCES/TRAINING

If work related, travel for attendance of conferences or training will be recognised as being 100 per cent in the employer's time, and will be credited as time-in-lieu on a hour for hour basis.

7.3 WORKPLACE UNION DELEGATES

Council acknowledges and recognises the importance of the role that all appointed elected Union delegates play in promoting understanding of work arrangements. Union delegates shall be permitted reasonable time to attend to employee representation issues arising out of this Agreement and/or pertaining to the relationship between employees and Council during working hours, subject to operational requirements.

Union delegates will have reasonable access to communication facilities such as the corporate email system, for the purpose of carrying out their role and a lockable cabinet shall be made available. Council will allow Union delegates to place Union information on notice boards across all worksite locations. Delegates will also be given the opportunity to participate in corporate induction sessions for new employees. With the prior agreement of the employer, Union delegates will be allowed reasonable time off site on Union business without loss of pay and entitlements, including allowances that the employee would otherwise be entitled. This agreement will not be unreasonably withheld.

Council will approve up to 20 days over the life of this Agreement as training leave for delegates and other employees by agreement between the Parties, to attend training courses, provided that:

- a) The course shall contribute to a better understanding of employee relations or the enhancement of specific skills.
- b) Council will not incur any additional costs associated with such training.
- c) An application to attend such training is to be made to the relevant Manager at least four (4) weeks before the date of the course.
- d) The granting of the leave will not unduly affect the operation of the work area, nor will it be unreasonably refused.

8. SUPPORTING WORK LIFE BALANCE

The organisation recognises that employees have family responsibilities which should be considered. It is recognised that there is a need to allow a flexible approach to allow employees to strike a balance between their family and work commitments. It is acknowledged that individuals' concerns that are external to the organisation can have a detrimental impact on an employee's ability to maximise their full potential at the workplace.

Swan Hill Rural City Council aims, wherever practicable, to provide flexible working arrangements that support employees in relation to their immediate family responsibilities.

8.1 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to:

- a) Paid maternity leave
- b) Paid paternity/partner leave
- c) Paid adoption leave

The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

8.2 AN ELIGIBLE CASUAL EMPLOYEE MEANS A CASUAL EMPLOYEE:

Employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

8.2.1 For the purposes of this clause, continuous service is work for the employer on a regular and systematic basis, including any period of authorised leave or absence.

8.2.2 The employer must not fail to re-engage a casual employee because:

- a) The employee or employee's spouse is pregnant; or
- b) The employee is or has been immediately absent on parental leave.

8.2.3 The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

8.3 DEFINITIONS

For the purposes of this clause, child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

In this clause, spouse includes a de facto or former spouse.

In relation to clause 8.8 hereof, spouse includes a de facto spouse but does not include a former spouse.

8.4 BASIC ENTITLEMENT

Employees who have or will have completed at least 12 months continuous paid service, are entitled to the following amounts of paid leave:

Type of leave	Paid leave
Maternity leave	14 weeks
Paternity/partner	2 week
Adoption leave - primary care giver	14 weeks
Adoption leave - secondary care giver	2 week

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take, in the case of two week's paid paternity/partner leave an employee shall be entitled to a total of 10 days in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of adoption leave for the secondary care giver, two week's paid leave. 'Paternity/partner' and 'Adoption/secondary' leave must be taken within 52 weeks of the birth or adoption of the child.

8.4.1 The employer may allow an employee who is entitled to paid parental leave under this clause 8 to take that leave on half pay for a period equal to twice the paid leave entitlement. The approval of half pay leave does not alter the total paid and unpaid leave entitlement.

8.5 MATERNITY LEAVE

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
- b) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

8.5.1 When the employee gives notice under requirement (a) above, the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and, that for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.

8.5.2 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

8.5.3 An employee may commence paid parental leave at any time within 14 weeks immediately prior to the expected date of birth.

8.5.4 Where an employee continues to work within a six week period immediately prior to the expected date of birth of the child or is on paid leave, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties. The employer may require the employee to start maternity leave if the employee:

- a) Does not give the employer the requested certificate within seven days after the request; or
- b) Within seven days after the request for the certificate, gives the employer a medical certificate stating that the employee is unfit to work.
- c) Paid parental leave must be utilised between 14 weeks prior to the expected birth or adoption date and 14 weeks after the actual birth or adoption date, or 28 weeks after the birth or adoption date for employees who have requested to take leave as per subclause 8.4.1.

8.6 SICK LEAVE AND SPECIAL MATERNITY LEAVE

Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- a) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid sick leave entitlements or unpaid sick leave;
- b) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under subclause 8.4, and thereafter, to unpaid special maternity leave.

Employees may return to work at an earlier time as agreed by between the employee and employer, provided a minimum of four weeks notice is given.

8.7 PATERNITY/PARTNER LEAVE

An employee will provide to the employer, at least 10 weeks prior to each proposed period of paternity/partner leave, with:

- a) A certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- b) Written notification of the dates on which he or she proposes to start and finish the period of paternity/partner leave.

8.8 ADOPTION LEAVE

The employee must make application for leave to the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

- a) That the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
- b) Except in relation to paternity/partner leave which can be taken simultaneously with the child's other adoptive parent or if that the employee is seeking adoption leave to become the primary care-giver of the child;
- c) Particulars of any period of adoption leave sought or taken by the employee's spouse; and
- d) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

8.8.1 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.

8.8.2 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

8.8.3 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

8.8.4 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

8.9 ACCESS TO MATERNITY, PATERNITY AND ADOPTION LEAVE FOR SAME SEX COUPLES

Entitlements to paid Maternity, Paternity and Adoption Leave shall also be made available to employees with a spouse, (including former spouse or defacto spouse) of the same or opposite sex to the employee.

8.10 BREASTFEEDING

Swan Hill Rural City Council is committed to promoting a positive attitude to breastfeeding in the workplace and acknowledges that the workplace should be sufficiently flexible to permit working mothers to choose breastfeeding as a convenient option.

Such flexibilities shall include but not be limited to the provision of adequate facilities for the breastfeeding or expressing of milk, within a reasonable distance of the employee's work area.

8.11 AFTER HOURS DEPENDANT CARE

The parties recognise that work, training and attending meetings at times outside of employees' normal hours worked has a significant impact on employees with family responsibilities. Council will reimburse reasonable expenses incurred for dependant care or childcare in situations as outlined above. Reimbursement will be upon proof of payment and may be for either registered or non-registered service providers.

8.12 PRE—NATAL LEAVE

In addition to the maternity leave and personal/carer's leave provisions of the Award, an employee who presents a medical certificate from a doctor or midwife stating she is pregnant will have access to paid leave totalling one week per pregnancy to enable the employee to attend their routine medical or antenatal appointments associated with the pregnancy.

The Program will be flexible enough to allow such employees the ability to leave work and return on the same day.

On presentation of a medical or midwifery certificate stating such, any employee who has a partner who is pregnant will be eligible to access leave under this clause for a period totalling one working day. A certificate must cover each absence.

8.13 BEREAVEMENT / COMPASSIONATE LEAVE

In addition to existing compassionate leave entitlements as set out in the Award, employees shall be entitled to an additional two days of bereavement/compassionate leave, and the ability to use up to five days of existing sick leave entitlements for each occasion if a member of the employees immediate family or household dies or is seriously ill (a total of one week compassionate leave and one week access to existing sick leave entitlements).

'Immediate Family' - for the purpose of this agreement 'Immediate Family' shall include:

- a) Spouse, including former spouse, defacto spouse, of the employee. A defacto spouse means a person of same or opposite sex to the employee who lives with the employee as his or her life partner on a bona fide domestic basis; and
- b) Child or adult child, including an adopted child, step child or ex-nuptial child, parent, grandparent, grandchild, or sibling of the employee or spouse of the employee; and
- c) Any other person who normally resides in the employee's household, and for whom the employee has a duty of care as if the person was a child or dependant of the employee.

Outside of the definition of Immediate Family, staff can apply for Annual Leave or any other accrued leave if required and approved.

8.14 CARERS LEAVE

In addition to existing carers leave entitlements (clause 37 of Part B), employees shall be entitled to access two days paid Carer's Leave to provide care and support for children, frail or aged dependants of family members or significant other persons for whom they have responsibility for providing care and support.

Access to two days paid Carer's Leave shall only be made available after an employee has taken 15 days Carer's Leave, in a calendar year, from existing sick leave entitlements under this Clause, or has exhausted all sick leave entitlements, whichever comes first.

Any balance of sick leave entitlements may then be utilised should the employee need further access to Carer's Leave.

8.15 CULTURAL AND CEREMONIAL LEAVE

The parties to this agreement recognise and value the cultural diversity of all employees and therefore shall provide the opportunity for employees who are required to observe days of cultural ceremonial and/or religious significance.

Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

Alternatively, the employee may elect to apply for up to five (5) days unpaid leave, where all other leave has been exhausted.

8.16 LONG SERVICE LEAVE

8.16.1 Long Service Leave Entitlement – Pro Rata after 7 years

Staff are entitled to long service leave in accordance with the Local Government (Long Service Leave) Regulations. Staff may access this entitlement, on a pro rata basis, after an initial seven years of continuous service.

Pro-rata long service leave entitlements will also apply in regard to payment in lieu upon termination of employment.

8.16.2 Payment Options for Long Service Leave

By agreement, employees will be able to access their long service leave entitlements at a rate of double time at half pay (that is, take 26 weeks long service leave and receiving half pay) or half time for double pay (that is, take 13 weeks long service leave by being absent for six and a half weeks but receiving 13 weeks pay) with a minimum requirement to have a continuous leave absence of six weeks.

Unless otherwise agreed, employees shall provide written notification requesting to take Long Service Leave under provisions of this Clause, a minimum of 10 weeks prior to commencing leave.

8.17 TRANSFER OF LONG SERVICE LEAVE BETWEEN SWAN HILL RURAL CITY COUNCIL AND ANOTHER EMPLOYER NOT BOUND BY THE LOCAL GOVERNMENT (LONG SERVICE LEAVE) REGULATIONS

On a case by case basis, Council will consider transfer of Long Service Leave Entitlements between Council and another employer who is not bound by the Local Government (Long Service Leave) Regulations, where it is at no cost to Council.

8.18 EMERGENCY SERVICES LEAVE

The Chief Executive Officer may approve leave with pay for Registered Emergency Services volunteers to attend emergency situations which involve their Service or Unit.

Such leave is subject to the needs of the Program to ensure that there is no undue inconvenience or disruption to the operations and efficiency of the Program.

Paid Leave will initially be approved for up to one week after which time it will be reviewed by the Chief Executive Officer.

Unpaid Leave consistent with the National Employment Standards (NES) is available for employees.

Employees who attend a call out of more than four hours in duration are recommended to take an unpaid 10 hour break before recommencing Council duties.

8.19 DEFENCE FORCE LEAVE

Leave may be granted to an employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces. Where leave is so granted and where the service pay received by such employee is less than his/her ordinary rate of remuneration as an employee of the respondent, then the respondent shall pay to the employee the amount of the difference between his/her service pay and his/her ordinary remuneration.

8.20 LEAVE WITHOUT PAY

By agreement, all employees shall be entitled to take leave without pay for up to 52 weeks consecutively for personal reasons and return to the same job or be offered a similar job on return. By agreement between the employee and employer, unpaid leave can be extended. For extended periods of leave, adequate notice shall be required (i.e., two to three months) with a nominated fixed return date.

Leave without pay will normally be considered for employees who have been employed at Council for more than 24 months.

Annual Leave in excess of four (4) weeks and any accrued time in lieu should be exhausted first before Leave Without Pay is approved.

8.21 PURCHASED LEAVE

Purchased Leave is where the employee receives four (4) weeks annual leave and up to an additional four (4) weeks unpaid leave per year (plus other leave entitlements) and is paid for 52 weeks per year at the fractional rate of 48/52, 49/52, 50/52 or 51/52 of the annual salary (Band and Level) for his/her position.

Applications for purchased leave must be approved by the Chief Executive Officer. Such approvals will be subject to the operational needs and requirements of the work unit and will only be considered if employees have a maximum annual leave entitlement balance of four weeks.

Purchased Leave agreements are valid for a period of 12 months. Should the employee wish to continue the agreement, they must re-apply in writing to the CEO prior to the end of the agreement.

Other models of employment may be available with the approval of the Chief Executive Officer.

Council encourages that all employees considering one of these employment models to seek independent financial advice prior to submitting an application.

8.22 SUPPORT FOR STAFF EXPERIENCING FAMILY VIOLENCE

8.22.1 General Principle

Swan Hill Rural City Council recognises that family violence is a serious issue in our society and that the employer can play a role in supporting employees who may be subject to family violence. 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.

8.22.2 General Measures

- (a) Proof of family violence will be required and can be in the form of an agreed document issued by the Police Service or a Court.
- (b) All personal information concerning family violence will be kept confidential in line with Council Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) An employee experiencing family violence may raise the issue with their immediate supervisor or Human Resources. The supervisor may seek advice from Human Resources. The affected employee must meet with employer as soon as possible in a supportive way, with an objective of achieving a safe and effective return to work.
- (d) Where requested by an employee, Human Resources will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support in accordance with 8.14.4.

8.22.3 Leave

- (a) An employee experiencing family violence will have access to 20 days (pro rata) per year (non-cumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. 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.

8.22.4 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Council 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) A change to their telephone number or email address to avoid harassing contact.
 - (iv) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

8.23 ANNUAL LEAVE

All employees will be entitled to Annual Leave as per the National Employment Standards (Section 87 of the Fair Work Act 2009). Specifically, full time employees will be entitled to four weeks annual leave that accrues progressively throughout the year. Full time shift workers will be entitled to five weeks annual leave. Part time employees will be entitled to annual leave on a pro rata basis.

For the purposes of the National Employment Standards, a shift worker is an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week and who is regularly rostered to work on Sundays and public holidays.

ANNUAL LEAVE LOADING

- (a) The employee will be paid an annual leave loading of 17.5% calculated on the employee's minimum weekly rate of pay in addition to payment for annual leave provided.
- (b) Annual leave loading will be calculated to the nearest fortnight pay ending date in November each year and paid in the first pay in December each year.
- (c) The maximum amount of annual leave loading that an employer may be required to pay in any year of service will not exceed \$1,526.60. The maximum will be indexed annually by the percentage wage increases contained in Clause 4.1 (Quantum and Timing).

8.23.1 Cashing Out of Annual Leave

Employees shall be entitled to cash out their Annual Leave entitlement under the following conditions:

- The employee must retain an entitlement to at least four (4) weeks Annual Leave.

- There is a separate agreement in writing on each occasion that leave is cashed out.
- Council must not exert undue influence or undue pressure on an employee to agree to cash out an amount of annual leave.
- The employee must be paid the pay rate applicable at the time the payment is made.

8.23.2 Excess annual leave

The parties recognise that the management of annual leave is a joint responsibility of management and employees, and that employees should be encouraged to take their annual leave at mutually agreed times.

Employees should not accrue more than six weeks annual leave, except in exceptional circumstances. Where employees have accrued in excess of six weeks annual leave, they will be required to provide a plan to reduce leave below six weeks to be taken within an agreed timeframe or, upon the provision of at least one month's notice, may be directed to take the excess annual leave.

An employee may request to cash out annual leave, subject to the CEO's approval and providing they retain an entitlement of at least four weeks paid annual leave per the requirements of the National Employment Standards.

9. LOOKING AFTER OUR PEOPLE

9.1 COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY

The parties to this Agreement are committed to providing a safe and healthy working environment for all employees and deem this to be a priority area. Council and staff recognise that they each have obligations under the Occupational Health and Safety Act 2004 and it is their intention to fulfil their respective obligations in accordance with that Act, including regular audits and actioning of audits within reasonable timeframes and in accordance with resources available.

The parties to this Agreement are committed to providing a workplace that is safe and without risk to the health and wellbeing of employees due to gendered violence and harassment.

The parties to this Agreement are committed to providing protection from Occupational Violence including risk assessments to identify threats from the public and appropriate control measures.

9.2 STRESS IN THE WORKPLACE

The parties acknowledge the considerable human and financial costs of occupational stress and agree to work together to reduce the incidence and cost of stress related illness. To this end, the Occupational Health and Safety

Committee and Consultative Committee will continue to recommend for consideration by the Chief Executive Officer, workplace initiatives that identify and support management of occupational stress and employee work/life balance flexibilities.

9.3 FIT TO WORK SAFELY

Council is committed to maintaining, as far as is practicable, a safe work place and safe work practices by ensuring that all employees are in a reasonably fit condition to perform their work without compromising their own safety, the safety of fellow employees or members of the public. This commitment will take into account factors such as employee age and return to work arrangements in accordance with independent medical advice.

Council will maintain a Fit to Work Safely Policy that ensures employees are in a fit condition to perform work to the required standard and to perform work safely and outlines support mechanisms available to staff.

9.4 DRUG AND ALCOHOL POLICY

The parties acknowledge that the use of drugs and alcohol can have harmful impacts on the working environment. Council is committed to providing a work environment and work practices which together reduce the risks associated with alcohol, drugs or other substance misuse.

Employees governed by certain legal and Council requirements, must not consume alcohol under any circumstances nor take illegal drugs during paid working hours, and all breaks, except for patented drugs, and those prescribed by a medical practitioner, to the extent that their consumption does not impair judgement or work performance. Employees, whose work performance is repeatedly impaired by residual alcohol/drugs, will be subject to disciplinary action up to and including termination.

9.5 STAFF REPLACEMENT

Council is committed to ensuring appropriate resources exist to provide services. By agreement at the Program Level, all leave, including but not limited to Annual Leave and Long Service Leave may, wherever possible and within the resources available, be replaced with temporary staff until the permanent staff member returns to work. A full attempt will be made to cover short-term leave.

9.6 RETURN TO WORK FROM EXTENDED LEAVE

Where an employee is returning from extended leave (leave of six months or more), Council shall provide appropriate return to work arrangements and, where required, assist the employee's integration back into the work area. Such return to work arrangements may include, but not be limited to, overlap of employment with relief officer where appointed, access to monthly human

resource newsletter and copies of current induction and human resource policy and procedures manuals.

Where retraining is required, it shall be offered to the employee upon their return to work.

9.7 RETIREMENT PLANNING

Council is committed to assisting employees to plan for retirement while implementing processes to manage risk across the organisation including loss of skills and workplace safety. These processes may include flexible work arrangements, employee participation in financial planning and retirement seminars and implementation of flexible work arrangements.

Employees 55 years or older may make application for flexible work arrangements as per Section 65 of the Fair Work Act. Applications will be genuinely considered and will only be refused based on reasonable business grounds. Applications will be responded to in writing within 21 days of the application being received.

Such applications may include (but not limited to):

- Reduction in work hours
- Job share arrangements
- Access to accrued long service leave in conjunction with reduction in hours

9.8 EMPLOYEES AGED OVER 65 YEARS

The parties recognise that employees under Federal legislation can continue to work beyond age 65 years. It is agreed that Council will as far as legally possible and practicable ensure that all employees beyond age 65 shall not be disadvantaged and continue to receive all terms and conditions of employment applicable to employees under the age of 65.

9.9 ACCIDENT MAKE UP PAY

Council will be responsible for the payment of accident make-up pay for the prescribed period to an eligible employee.

Accident make-up pay means the difference between the weekly payments paid under the Act (WorkCover) and pre-accident average weekly earnings.

For the purposes of Clause 25 of Part B of this Agreement, employees will be entitled to accident make up pay of 39 weeks in aggregate.

An eligible employee will be an employee who is receiving weekly payments in accordance with the Act.

The Act means the Accident Compensation Act 2004.

9.10 FUNERAL EXPENSES

Council will provide assistance with funeral expenses up to \$1,000 per currently employed staff member to assist with the cost of their funeral.

9.11 CARERS FLEXIBILITY

Where possible Council will provide access to accrued leave and flexible working arrangements to provide foster care, care for grandchildren, elders, and family members with a disability (refer clause 3.4).

10. CONSULTATION AND DISPUTE RESOLUTION

10.1 INTRODUCTION OF CHANGE

10.1.1 Employer to Notify

- (a) Where an employer is seriously considering introducing major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

10.1.2 Employer To Discuss Change

- (a) The employer must discuss with the employees affected, and their representatives if any, the introduction of the changes referred to in clause 10.1(a), 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.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.1(a).

- (c) For the purposes of such discussion, the employer must provide the employees concerned, and their representatives if any, all relevant information about the changes in writing. This shall include the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

10.1.3 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee, or employees affected and their representatives if any, about the proposed change.
- (b) The employer must:
- (i) Provide to the employee or employees affected, and their representatives if any, all relevant information about the proposed change, provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
 - (ii) Invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
 - (iii) Commence the consultation as early as practicable, and
 - (iv) Give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

10.2 ROLE OF THE CONSULTATIVE COMMITTEE

The Consultative Committee shall have a continuing role during the life of this Agreement. Meetings of the Committee will occur as required, but as a minimum, quarterly.

The membership of the Committee should, as a minimum, consist of the following personnel:

- Representatives from Management of Swan Hill Rural City Council.
- Union delegates of the organisation.
- Other elected Staff Representatives, and
- A representative of Council's workforce based in Robinvale, where possible.

A process for election of staff representatives will be developed by the Consultative Committee

It is recognised that in the interest of equity, there should be equal numbers of Management and non-Management representation on the Committee. However, this may be varied by agreement.

In the interest of ensuring effective meetings, total membership of the Committee shall be limited to eight.

The role of the Committee shall encompass:-

- (a) Overseeing the implementation of this Agreement.
- (b) Making recommendations to the Chief Executive Officer with respect to:
 - (i) significant changes to existing Council policies affecting employees;
 - (ii) new Council policies and initiatives affecting major changes to work practices;
 - (iii) any other matters of concern to employees
- (c) Co-operating to increase the efficiency, productivity and competitiveness of Swan Hill Rural City Council in the provision of services within the Municipality and enhancing the training, career opportunities and job security of its employees;

Providing a mechanism for improved communication and consultation with all employees on all matters raised by Management and/or employees that relate to effective and efficient work practices.

10.3 PREVENTION AND SETTLEMENT OF DISPUTES

Should a grievance or claim arise in relation to:

- a matter arising under this Agreement, or any other workplace matter, or
- the National Employment Standards;

the parties shall confer, in good faith, with a view to resolving the matter by conciliation in accordance with the following procedure. It is the preference of the parties that issues are dealt with at the local level in the first instance, where possible.

- (a) The parties are responsible for ensuring that genuine and reasonable steps are taken to resolve grievances and disputes by internal discussion and, if required, negotiation. In each case, the parties shall deal with the matter in a timely manner with a focus on the early resolution of any matters raised.
- (b) Should any matter give cause for concern to an employee, he/she shall raise such matter with his/her immediate supervisor.
- (c) If the matter is not resolved to his/her satisfaction the employee, or their nominated representative, shall refer the matter to the Senior Manager within that work area.

- (d) If the matter is not settled to the employee's satisfaction, the employee, or their nominated representative, shall submit the matter to the relevant Director.
- (e) If the matter is not settled to the employee's satisfaction, the employee, or their nominated representative, shall submit the matter to the Chief Executive Officer.
- (f) If the matter is still not resolved, the matter shall be immediately referred to a mutually agreed independent mediator (from an agreed list of mediators) who may exercise powers of conciliation or arbitration and whose decision will be binding subject to prior agreement by the parties.
- (g) If the parties are unable to successfully resolve the matter in accordance with this procedure, either party may refer the matter to Fair Work Australia for conciliation and, if necessary, arbitration. The parties shall not raise any jurisdictional matters pertaining to the Commission's powers to settle any dispute via arbitration.
- (h) Should any party so wish, all or any of the steps (b), (c), (d) or (f) may be bypassed in the interests of a resolution of the matter.
- (i) Any question or dispute may be referred to Fair Work Commission by either party, at any stage within the dispute process.
- (j) Both parties shall be bound by the determination of Fair Work Commission.
- (k) At any stage during this procedure the employee is entitled to natural justice and to be represented by their Union or another representative of their choice.

Where a grievance or claim is being dealt with in accordance with this Clause, the status quo in relation to work and conditions shall continue while the matter in dispute is being resolved. No party shall be prejudiced as to final settlement of the dispute by the continuance of work unless the continuance of work would place at risk the health and safety of the employee(s) concerned.

Where an employee seeks the support of a Council staff member who is also a union or staff representative, to act on their behalf during a dispute settling process, that representative shall have access to reasonable resources such as phone and email, to perform their role during a dispute settling process. The representative shall also be released from normal duties on paid time as agreed between the parties during the process.

11. WORKSITE FLEXIBILITIES DEPOT AND FLEET / WORKSHOP

11.1 HOURS OF WORK

The standard nine day fortnight will normally be eight days at 8.5 hours and one day at eight hours, although employees may work up to 10 hours on any day at ordinary rates of pay. Employees will take a lunch break, at an appropriate time during their work program of 30 minutes per day.

Within each two week cycle, employees will accrue a Day Off which will usually be taken within the cycle within which it is accrued but may be banked, rotated or moved to meet the needs of the organisation, and will be taken at a mutually agreed time. (If an employee works on his/her day off they will do so at ordinary rates of pay).

11.2 COMMENCEMENT AND CESSATION OF DUTIES

Employees will start work at their rostered starting point, at their rostered starting time and cease work, at the site specified in their roster, at their rostered finishing time, or at the logical conclusion of the job on which they are working.

An employee who is required to change the point at which they commence duties, as specified on their roster, will be given at least 24 hours notice of the change, unless there is genuine agreement between the Manager and employee to other suitable arrangements.

The Program will, wherever possible, provide a vehicle to transport employees and appropriate arrangements will be made to fill the vehicle with employees working at the same site.

Employees working at same site will travel in the Program vehicle unless other arrangements are agreed between the employee and the Team Leader, providing that such other arrangements do not incur any additional cost to the Program.

Where an employee travels to and from a work site in a Program vehicle at the start or end of any day (i.e., before work commences or after work concludes), and such travel exceeds his/her normal travel to and from work, he/she will receive an allowance for such travel, and travel time will not be paid.

Where an employee is required to stay overnight for any work purposes, both within and outside the municipality, he/she will be reimbursed for actual, reasonable accommodation and meal costs, providing such costs have been approved in advance, or the Program will arrange mutually acceptable accommodation in advance and pay all reasonable costs incurred. Overnight stay provisions shall only apply for work outside an 80 kilometres radius (one way) of the starting point of work - Swan Hill, Robinvale or Nyah Depot and where the job extends beyond two days work. Employees accessing overnight stay provisions shall be required to work 10 hour days at ordinary rates of pay until the job is completed.

An employee who is requested and agrees to use his/her private vehicle to undertake work related travel will be compensated at the relevant Award rate, unless other arrangements are made by agreement between the employee and Manager.

11.3 ADVERSE WEATHER

Employees will, as far as practicable, ensure that productivity and work output are not affected by unnecessary or unreasonable down time.

If, due to inclement weather conditions, employees are prevented from undertaking normal work, employees will be provided with alternative productive work, or in-house or other training will be organised to maximise the benefit of such unproductive time.

The Manager will consult with employee(s) and/or Work Teams on the level and availability of productive work.

Where no productive work or training is possible in the prevailing circumstances, the employee(s) may, by agreement between the employee and the Manager, be rostered off work, providing that at least 24 hours notice of such decision is given to the employees affected. The period of such notice may be varied by agreement between the Manager and employees.

11.4 ALLOWANCES

(a) Depot Call Out Arrangements

Where an afterhours call is received by the Manager, he/she will contact the appropriate Co-ordinator/Team Leader(s) or on-call personnel who will take appropriate action to deal with the emergency call. Co-ordinator/Team Leaders will be compensated for as per Part B of this agreement by way of stand by duty allowance clause 34.7.3 and clause 34.4.3 and will also receive limited private use of a Program vehicle. If the Co-ordinator/Team Leader calls out another employee (other than another Co-ordinator/Team Leader) the employee will be paid for the call out at the rate set out in the Parent Award.

(b) Depot General Allowance

A General Allowance will be paid to all Depot staff that replaces the following allowances that are identified in Part B of this Agreement as part of 'Additional to wages', 'Industry allowance', 'Trades allowances' and 'Dead animals':

(i) Routine maintenance and running repairs of plant and equipment

All employees who use plant, equipment or machinery must undertake all regular checks to ensure that the equipment is maintained in a clean, safe and proper working order at all times and that it is fully functional and operating at the commencement of each working day. Equipment checking will be carried out before starting time each day to minimise downtime. Any required maintenance and running repairs will be carried out in normal hours.

(ii) Industry allowance

For working in any conditions as prescribed in the Award.

(iii) Trades allowance

Trades allowances for tools will not be paid. All necessary tools will be provided by the employer.

(iv) Dead animal allowance

Dead animal allowances are inclusive in the General Allowance.

(c) Trade Allowance – Fleet/Workshop

Trades allowances for tools will not be paid. All necessary tools will be provided by the employer.

12. WORKSITE FLEXIBILITIES COMMUNITY CARE

12.1 CLASSIFICATION AND RATES OF PAY

The classification of the work of Community Care employees and the rates at which they will be paid are as follows:

- Band 2, Rate paid for training and meeting time, travel time, and other non-client time, General Housekeeping and Social Support, and Low Level Respite Care (as assessed).
- Band 3, Personal Care and High Level Respite Care.

Qualifications and Self rostering: all staff who have relevant Certificate III qualifications and commence self rostering are paid an above award rate equivalent to Band 3A.

Those staff who do not have relevant Certificate III qualifications will remain on Band 2 until such time as they gain qualifications. Council will facilitate training/gaining of Certificate III qualifications where ever possible.

Employees will be paid according to the work they actually perform for each client within the classification referred to above and will be paid at the specified hourly rate of pay for each level of work activity.

12.2 ANNUAL LEAVE

Annual leave shall be paid based on the average rate of pay for the preceding 12 month period.

12.3 SICK LEAVE

Sick Leave shall be paid on agreed rostered hours and rate of pay that would have been worked, had the employee not been ill.

For periods of sick leave in excess of two (2) weeks, sick leave shall be paid based on the average rate of pay for the preceding 12 month period.

12.4 ORDINARY HOURS

Ordinary spread of hours of work shall be between 7.00am to 7.00pm, Monday to Friday inclusive.

12.5 AGREED HOURS

The agreed number of hours averaged over a complete roster cycle shall be identified for every employee and documented in their personnel file.

By agreement, the agreed number of hours may be a range of hours.

Preference will be given to existing staff when allocating additional hours prior to engaging casual staff.

12.6 VARIED HOURS

(a) Self Rostered Staff

Staff who self roster, may from time to time have a variation in the agreed number of hours. Where the variation resulted from self rostering, the staff member is deemed to agree to the reduction in hours. Self rostering shall not result in an increase in hours, or work outside the normal spread of hours, unless specific agreement has been obtained from the Community Care Program Leader.

(b) Rostered Staff

A rostered staff member may be offered varied hours of work to make up the agreed number of hours over each cycle. The staff member may elect to accept the varied hours offered, or agree to a reduction in hours for the particular cycle. Where the varied hours are accepted, the work will be paid for at ordinary hours for actual hours worked.

12.7 MINIMUM HOURS

Staff will be paid for a minimum of one hour each commencement of duty. There will be one commencement of duty per day, unless with specific agreement from the Community Care Program Leader.

12.8 TIMESHEET

The timesheet is the written record of any agreed variation to the agreed hours of work.

12.9 TRAVEL TIME

Staff who were employed prior to 1 July 2005 shall have Travel Time paid from home to first client, between all clients, and from last client to home.

Staff employed after 1 July 2005 shall be paid Travel Time from a designated 'starting point', to their first client of the day, between all clients and from last client to the designated "starting point".

The designated starting point shall be negotiated on appointment.

No change shall be made to the designated starting point of staff unless otherwise agreed between Council and that employee.

Staff are to plan work in a logical sequence, wherever practicable.

12.10 VEHICLE ALLOWANCE

Staff who were employed prior to 1 July 2005, shall have Vehicle Allowance paid from home to first client, between all clients, and from last client to home.

Staff employed after 1 July 2005 shall be paid Vehicle Allowance from a designated starting point to their first client of the day, between all clients and from last client to designated starting point.

Staff are to plan work in a logical sequence, wherever practicable.

Vehicle Allowance reimbursement shall be at per Appendix A - Vehicle Allowance.

12.11 CANCELLED SERVICE ALLOWANCE

Should an employee arrive at the nominated time at a rostered client's home and not have received prior notification that the client has cancelled the service for that day, a payment equivalent to 30 minutes at the employees ordinary rate shall be paid.

Should the cancelled service involve the death of a client the following shall apply;

- (a) Where the employee discovers the deceased client, the employee will be paid for the normal rostered hours and receive mandatory grief counselling.
- (b) Other circumstances, the normal rostered hours will be paid.

13. WORKSITE FLEXIBILITIES - PIONEER SETTLEMENT

13.1 HOURS OF WORK

The ordinary spread of hours for work areas with a seven (7) day a week operation like the Pioneer Settlement shall be 7.00am to 7.00pm Monday to Sunday.

13.2 HEARTBEAT OF THE MURRAY

Ordinary hours vary due to the seasonal variation of starting and finishing times of the Heartbeat of the Murray Show. Staff may be required to commence as early as 5.30pm (Reception) or as late as 8.30pm (Technician).

All Heartbeat of the Murray staff are on a rotating roster, though a Monday to Sunday cycle.

All Heartbeat of the Murray staff would work at a flat rate of pay regardless of the night worked in the rotating cycle.

Minimum shift for all Heartbeat of the Murray staff will be two hours.

A minimum of one hours notice shall be provided for any cancelled shift. If the shift is cancelled at less than one hours notice, one hour's pay shall be provided to the Technician and Receptionist in lieu of notice.

13.3 DUTY MANAGER

The Duty Manager is responsible for the operation of the Settlement during the time they are the nominated Duty Manager.

When the person nominated as Duty Manager is other than a team leader/co-ordinator, that person will receive an allowance as per Appendix A - Duty Manager.

The Duty Manager Allowance shall be adjusted in accordance with percentage increases as outlined in Clause 4.1 of this Agreement.

13.4 PENALTY RATES

With the exception of Heartbeat of the Murray employees, penalty rates will be applicable for any work performed outside of the spread of hours of 7am – 7pm.

Penalty rates will be paid at time and a half for the first three hours and double time thereafter, except for work performed on a Sunday (outside the spread of hours) which will be paid at double time.

13.5 OVERTIME

All Pioneer Settlement employees are entitled to overtime rates where they are authorised to work more than 38 hours in a week, or more than 76 hours in a fortnight or more than 152 hours in a month.

The overtime rates are time and a half for the first three hours and double time thereafter.

13.6 PUBLIC HOLIDAYS

An employee rostered to work on a public holiday is entitled to payment at the rate of double time and a half for hours worked, with a minimum of one hour for part time employees and three hours for full time employees.

14. WORKSITE FLEXIBILITIES LIBRARY

14.1 HOURS OF WORK

(a) General Library Staff

A maximum of 10 (ordinary) hours to be worked in any one day within the normal spread of hours of the library which are 8.00am to 8.00pm Monday to Friday and 8.00am to 12.00pm Saturday, with a maximum of 70 hours to be worked in any two week period.

Time in Lieu is accrued at time and a half for Wednesday evenings from 7.00pm to 8:30pm and Saturday mornings.

The hours worked will not normally exceed nine in any given day, except for exceptional circumstances such as filling in for illness, training etc. In these cases, this shall not exceed 10 hours worked.

Any work outside the normal hours shall be by mutual agreement. The intent of this clause is not to create regular split shifts except by mutual agreement.

(b) Mobile Library Staff

By agreement, the operational requirements of the Mobile Library may require the hours to be worked to a maximum of 12 hours.

Time worked after seven hours on a Wednesday or Thursday will be taken as Time in Lieu at time and a half or as otherwise agreed.

Hours worked in excess of 70 hours in a fortnight will accrue at time and a half for time.

15. WORKSITE FLEXIBILITIES – MATERNAL AND CHILD HEALTH

This part of the agreement shall be known as Maternal and Child Health and Immunisation Nurses Employment Conditions. This section shall detail the specific conditions for all employees of the Council's Maternal and Child Health Care area.

These conditions should be read in conjunction with Part A and Part C of this Agreement.

15.1 WORKLOAD REVIEW

The parties will regularly review the demands for Maternal and Child Health services, based on birth rates, and make appropriate decisions relating to service and staffing levels, session allocation and location, and allocation of hours of employment of Maternal and Child Health employees.

One hundred percent (100 per cent) relief staff will be provided where possible to ensure appropriate management of workloads.

15.2 HIGHER QUALIFICATIONS ALLOWANCE

All Maternal and Child Health Nurses shall be paid Higher Qualifications Allowance at the Masters or Doctorate rate of 7.5 per cent as defined in Part C (clause 17.6) of this Agreement. This rate is in recognition of the additional services/programs that Maternal and Child Health Nurses may be required to deliver over time by Council or as funded to the service.

The base rate used for calculating Higher Qualifications Allowance shall be equivalent to MCH Year 1 rate of pay as specified in Clause 15.3 (Wages Structure) of this Agreement.

15.3 WAGES STRUCTURE – IMMUNISATION NURSES

Immunisation Nurse base rate of pay shall be equivalent to MCH Year 1 rate of pay as specified in Appendix A plus relevant loadings as follows:

Ordinary Hourly Rate: MCH Year 1 rate of pay

Evening Rate: MCH Year 1 rate of pay plus 2.5 per cent loading

Immunisation Nurse base rate of pay shall be adjusted in accordance with percentage increases as outlined in Clause 4.1 of this Agreement.

15.4 MINIMUM ENGAGEMENT – IMMUNISATION NURSES

Immunisation Nurses shall be entitled to a minimum engagement of 3 hours, per shift.

15.5 MATERNAL AND CHILD HEALTH COORDINATOR

Council commits to maintaining the position of Maternal and Child Health Coordinator. The Maternal and Child Health Co-ordinator is to be a Registered Maternal and Child Health Nurse and shall be entitled to the following percentage payments above the MCH Year 4 rate of pay as specified in Clause 15.3 of this Agreement:

First 12 months following appointment: MCH Year 4 rate of pay plus 5 per cent

Thereafter: MCH Year 4 rate of pay plus 10 per cent

The hours of the Co-ordinator shall be one EFT full time, where possible.

Backfill to the equivalent of 100 per cent of EFT shall be provided during planned absences of the Co-ordinator and administrative support personnel, where possible.

15.6 MEAL BREAKS

There will be a meal allowance paid in accordance with Part B of this Agreement for those nurses working past 6.00pm.

15.7 ADDITIONAL HOURS – PART TIME EMPLOYEES

Nurses who are employed on a part time basis may work additional hours to relieve workload pressures arising from other Maternal and Child Health Nurses who are on annual leave, sick leave or long service leave.

Arrangements for the additional hours will be negotiated by mutual agreement between the employee and the MCHN Coordinator.

15.8 INFORMATION TECHNOLOGY

Council will implement relevant database/software/IT technology and solutions, including access to personal safety alarms, within the MCH program where possible and as they become available.

15.9 ADMINISTRATIVE SUPPORT

Council will commit to maintaining administrative support to MCH Nurses. The level of support will be reviewed during Council's annual budget process, with an aim to reach 0.5 EFT during the life of this Agreement.

15.10 PROFESSIONAL DEVELOPMENT CONFERENCES AND SEMINARS

All Maternal and Child Health Nurses shall be permitted to attend the following professional development conferences or seminars during working hours without loss of pay with 100 per cent relief staff provided or services reduced if relief staff are unavailable:

- Regional meetings
- MAV/DEECD conferences
- DEECD training
- Bi-annual National MCHN conference
- Immunisation seminars
- Other relevant seminars conferences

In addition to employer mandated or compulsory professional development, full time MCH nurses, including lactation consultants, shall be entitled to up five paid days professional training and education leave per annum (pro rata for part time staff) in order to satisfy the annual accreditation requirements of the registering body (AHPRA). During annual and mid-year review processes, Nurses in consultation with Coordinator will identify relevant and necessary training, to allow for planning and resourcing in annual budgets.

Booking of all professional development, and subsequent planning of reduction of service needs to be approved and arranged two months in advance with the relevant manager, where possible.

15.11 CLINICAL SUPERVISION / REFLECTIVE PRACTICE

Council will continue to provide, where possible, MCH nurses with access to reflective practice on a monthly basis and during ordinary work hours for the purposes of debrief, discussion and guidance about clinical and professional matters.

Supervision shall be provided by a combination of suitably qualified professionals from outside the organisation and individuals within the nurses group at a ratio mutually agreed, utilising technology such as Skype, videoconferencing and teleconferencing where available. The provision of Clinical Supervision shall be in line with Clinical Supervision guidelines provided by D.E.T. Clinical Supervision will not be unreasonably refused.

Increasingly complex requirements of families place greater stress on MCH nurses in the service. While monthly group clinical supervisions are extremely

beneficial, at times individual sessions of clinical supervision is required to reduce/prevent possible stress, promote health and wellbeing and enhance clinical practice of MCH nurses.

Council will encourage access to its Employee Assistance Program for individual support in the event of an incident, and where practicable provide additional timely and relevant assistance for a nurse requiring individual support.

15.13 ENHANCED HOME VISITING PROGRAM

Whilst the service is still required by Council and where funding is received, Council will commit to MCH Nurse/s working in the Enhanced MCH Home Visiting Program. The parties recognise the increasing complexity of families presenting at MCH services. Commitment to develop systems to collect data on the level of EMCH and outreach services being delivered, and commitment to incorporate this data into service planning and development by agreement with Nurses. This data will be made available to the ANMF prior to the next round of EBA negotiations.

15.14 PRECEPTOR/MENTORING

The parties recognise the additional workloads when nurses provide preceptor/mentoring of student placements. This will be managed by the team through reduced client appointments.

16. WORKSITE FLEXIBILITIES – TOWN HALL EMPLOYEES

16.1 COVERAGE

This clause will apply to all employees whose primary work location is the Swan Hill Town Hall.

All employees will be engaged as per clause 33.12 of Part B unless otherwise stated in this clause.

16.2 ORDINARY SPREAD OF HOURS

The ordinary spread of hours will be 7.00am to 7.00pm Monday to Sunday. The ordinary hours of duty shall be 76 hours per fortnight to be worked in no more than eight hours per day (excluding unpaid meal breaks and RDO accruals) with no more than six days worked consecutively in any two-week period.

For the logical completion of tasks an Employee may, by agreement, work up to 10 hours per day at ordinary time and these hours will contribute towards the 76 hours per fortnight cycle.

By agreement between the employee and employer, an employee may work seven or more consecutive days, subject to the rostering being safe. Working

more than six consecutive days by agreement will be at ordinary rates, to the extent that the employee does not exceed 10 hours per day or 76 hours per fortnight.

An employee must not be forced or be subject to duress when agreeing to work more than eight hours per day or more than six consecutive days. Acceptance of the roster or signing of the time-sheet will be deemed to be documentation of the agreement.

If an employee is required to work more than 10 hours in a day or more than 76 hours in a fortnight, penalty rates as per below will be payable.

16.3 OVERTIME

Overtime will be payable at the rate of time and a half for the three hours and double time thereafter. Each day will stand alone, for the purposes of calculation of overtime.

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

- (a) any risk to employee's health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the need of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

16.4 10 HOUR BREAK

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

An employee (other than a casual or part-time employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after the completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid penalty rates, as per Part B, until he/she is released from duty for such period, and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.5 TIME OFF IN LIEU

In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to 1.5 times the amount of time worked for part or all of work performed outside ordinary hours, and such time off may by agreement be added to an employee's annual leave entitlements.

16.6 MEAL BREAKS

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

The employee at his/her initiative may chose not to take a meal break.

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.

An employer may require an employee to remain at their place of work during the meal break if a replacement employee is not reasonably available.

Provided that where the employee is required to perform work during their meal break the employee shall have their meal break extended so that they receive an unpaid meal break of at least 30 minutes in the aggregate.

16.7 MEAL BREAKS - OVERTIME

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

- Required to work overtime which is continuous with his/her normal working hours and which extends until after 7.00pm will be granted a meal break as close to 7.00pm as possible, and paid a meal allowance in accordance with clause 23.1.1 of Part B of the Agreement.
- Required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a meal allowance at the end of the first four (4) hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour.
- Required to work in excess of the provisions of (a) above, will be granted subsequent meal breaks and paid further meal allowances after each subsequent four (4) hours work (calculated from the end of the previous meal break) provided that the employee is required to work beyond each respective fourth hour.

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

The provision of a meal allowance will not apply when the employee is provided with at least 24 hours notice of the requirement to work overtime, or where the employee can return to his/her place of residence for the purpose of taking a meal or where a suitable meal is provided by employer.

16.8 RECALL TO WORK

An employee called out to work overtime after returning home before or after a work shift will (if the employee agrees to return to work) be entitled to a minimum three hours pay at the applicable penalty rates, subject to the provisions contained in clause 34.3.4(a) of Part B.

17. NO FURTHER CLAIM

The parties undertake for the life of this Agreement that there shall be no extra claims including further wage increases sought or granted except:

- For those granted under the terms of this Agreement; and
- Any increases permissible under the Parent Award that do not contradict the terms of this Agreement.

Any salary increases granted through the National Wage Cases during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

The Agreement shall not operate to cause any employees to suffer a reduction in ordinary time earnings, or depart from the standards of the Fair Work Act 2009.

APPENDIX A - SALARY STRUCTURE AND RATES OF PAY

SWAN HILL RURAL CITY COUNCIL E.B.A.												
SALARY STRUCTURE AND RATES OF PAY - ALL OTHER STAFF												
1.0% p/a from the first pay period to commence on or after 1 July 2021 (includes EFT)												
BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 26.8957	\$ 1,022.04	\$ 53,145.83	\$ 27.2044	\$ 1,033.77	\$ 53,755.91	\$ 27.5097	\$ 1,045.37	\$ 54,359.20	\$ 27.8150	\$ 1,056.97	\$ 54,962.48
2	\$ 28.2564	\$ 1,073.74	\$ 55,834.64	\$ 28.6315	\$ 1,088.00	\$ 56,575.77	\$ 29.0397	\$ 1,103.51	\$ 57,382.41			
3	\$ 29.4144	\$ 1,117.75	\$ 58,122.92	\$ 30.1007	\$ 1,143.83	\$ 59,479.07	\$ 30.8136	\$ 1,170.92	\$ 60,887.76	\$ 31.2419	\$ 1,187.19	\$ 61,733.97
4	\$ 31.5043	\$ 1,197.16	\$ 62,252.57	\$ 32.0414	\$ 1,217.57	\$ 63,313.88	\$ 32.7261	\$ 1,243.59	\$ 64,666.82	\$ 33.2008	\$ 1,261.63	\$ 65,604.72
5	\$ 34.0778	\$ 1,294.96	\$ 67,337.73	\$ 35.5881	\$ 1,352.35	\$ 70,322.17	\$ 37.2285	\$ 1,414.68	\$ 73,563.47	\$ 38.8016	\$ 1,474.46	\$ 76,671.95
6	\$ 40.5399	\$ 1,540.52	\$ 80,106.90	\$ 42.1651	\$ 1,602.27	\$ 83,318.17	\$ 43.7962	\$ 1,664.25	\$ 86,541.26			
7	\$ 44.9893	\$ 1,709.59	\$ 88,898.84	\$ 46.5666	\$ 1,769.53	\$ 92,015.64	\$ 48.1925	\$ 1,831.31	\$ 95,228.31	\$ 49.8239	\$ 1,893.31	\$ 98,452.09
8	\$ 51.6139	\$ 1,961.33	\$ 101,989.15	\$ 53.4050	\$ 2,029.39	\$ 105,528.29	\$ 55.3061	\$ 2,101.63	\$ 109,284.86	\$ 57.3130	\$ 2,177.89	\$ 113,250.50

SWAN HILL RURAL CITY COUNCIL E.B.A.

SALARY STRUCTURE AND RATES OF PAY - ALL OTHER STAFF

1.0% p/a from the first pay period to commence on or after 1 July 2022 (includes EFT)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
1	\$ 27.1646	\$ 1,032.26	\$ 53,677.29	\$ 27.4765	\$ 1,044.11	\$ 54,293.47	\$ 27.7848	\$ 1,055.82	\$ 54,902.79	\$ 28.0932	\$ 1,067.54	\$ 55,512.10
2	\$ 28.5390	\$ 1,084.48	\$ 56,392.99	\$ 28.9178	\$ 1,098.88	\$ 57,141.53	\$ 29.3301	\$ 1,114.54	\$ 57,956.24			
3	\$ 29.7086	\$ 1,128.93	\$ 58,704.15	\$ 30.4018	\$ 1,155.27	\$ 60,073.86	\$ 31.1218	\$ 1,182.63	\$ 61,496.64	\$ 31.5543	\$ 1,199.06	\$ 62,351.31
4	\$ 31.8194	\$ 1,209.14	\$ 62,875.09	\$ 32.3619	\$ 1,229.75	\$ 63,947.02	\$ 33.0534	\$ 1,256.03	\$ 65,313.48	\$ 33.5328	\$ 1,274.25	\$ 66,260.77
5	\$ 34.4186	\$ 1,307.91	\$ 68,011.10	\$ 35.9440	\$ 1,365.87	\$ 71,025.39	\$ 37.6008	\$ 1,428.83	\$ 74,299.11	\$ 39.1896	\$ 1,489.21	\$ 77,438.67
6	\$ 40.9453	\$ 1,555.92	\$ 80,907.96	\$ 42.5867	\$ 1,618.30	\$ 84,151.35	\$ 44.2341	\$ 1,680.90	\$ 87,406.67			
7	\$ 45.4392	\$ 1,726.69	\$ 89,787.82	\$ 47.0323	\$ 1,787.23	\$ 92,935.80	\$ 48.6744	\$ 1,849.63	\$ 96,180.59	\$ 50.3222	\$ 1,912.24	\$ 99,436.61
8	\$ 52.1301	\$ 1,980.94	\$ 103,009.04	\$ 53.9391	\$ 2,049.68	\$ 106,583.58	\$ 55.8592	\$ 2,122.65	\$ 110,377.71	\$ 57.8861	\$ 2,199.67	\$ 114,383.01

SWAN HILL RURAL CITY COUNCIL E.B.A.

SALARY STRUCTURE AND RATES OF PAY - ALL OTHER STAFF

1.0% p/a from the first pay period to commence on or after 1 July 2023 (includes EFT)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
1	\$ 27.4363	\$ 1,042.58	\$ 54,214.06	\$ 27.7512	\$ 1,054.55	\$ 54,836.41	\$ 28.0627	\$ 1,066.38	\$ 55,451.82	\$ 28.3741	\$ 1,078.22	\$ 56,067.22
2	\$ 28.8244	\$ 1,095.33	\$ 56,956.92	\$ 29.2070	\$ 1,109.86	\$ 57,712.94	\$ 29.6234	\$ 1,125.69	\$ 58,535.80			
3	\$ 30.0057	\$ 1,140.22	\$ 59,291.19	\$ 30.7058	\$ 1,166.82	\$ 60,674.60	\$ 31.4330	\$ 1,194.45	\$ 62,111.61	\$ 31.8698	\$ 1,211.05	\$ 62,974.82
4	\$ 32.1376	\$ 1,221.23	\$ 63,503.85	\$ 32.6855	\$ 1,242.05	\$ 64,586.49	\$ 33.3839	\$ 1,268.59	\$ 65,966.62	\$ 33.8681	\$ 1,286.99	\$ 66,923.38
5	\$ 34.7628	\$ 1,320.98	\$ 68,691.21	\$ 36.3035	\$ 1,379.53	\$ 71,735.64	\$ 37.9768	\$ 1,443.12	\$ 75,042.10	\$ 39.5815	\$ 1,504.10	\$ 78,213.05
6	\$ 41.3548	\$ 1,571.48	\$ 81,717.04	\$ 43.0126	\$ 1,634.48	\$ 84,992.87	\$ 44.6765	\$ 1,697.71	\$ 88,280.74			
7	\$ 45.8936	\$ 1,743.96	\$ 90,685.70	\$ 47.5026	\$ 1,805.10	\$ 93,865.16	\$ 49.1611	\$ 1,868.12	\$ 97,142.40	\$ 50.8254	\$ 1,931.36	\$ 100,430.98
8	\$ 52.6514	\$ 2,000.75	\$ 104,039.13	\$ 54.4784	\$ 2,070.18	\$ 107,649.41	\$ 56.4178	\$ 2,143.87	\$ 111,481.48	\$ 58.4650	\$ 2,221.67	\$ 115,526.84

SWAN HILL RURAL CITY COUNCIL E.B.A.

SALARY STRUCTURE AND RATES OF PAY - LIBRARY STAFF

1.0% p/a from the first pay period to commence on or after 1 July 2021 (includes EFT)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
1	\$ 29.2010	\$ 1,022.04	\$ 53,145.83	\$ 29.5362	\$ 1,033.77	\$ 53,755.91	\$ 29.8677	\$ 1,045.37	\$ 54,359.20	\$ 30.1992	\$ 1,056.97	\$ 54,962.48
2	\$ 30.6784	\$ 1,073.74	\$ 55,834.64	\$ 31.0856	\$ 1,088.00	\$ 56,575.77	\$ 31.5288	\$ 1,103.51	\$ 57,382.41			
3	\$ 31.9357	\$ 1,117.75	\$ 58,122.92	\$ 32.6808	\$ 1,143.83	\$ 59,479.07	\$ 33.4548	\$ 1,170.92	\$ 60,887.76	\$ 33.9198	\$ 1,187.19	\$ 61,733.97
4	\$ 34.2047	\$ 1,197.16	\$ 62,252.57	\$ 34.7878	\$ 1,217.57	\$ 63,313.88	\$ 35.5312	\$ 1,243.59	\$ 64,666.82	\$ 36.0466	\$ 1,261.63	\$ 65,604.72
5	\$ 36.9988	\$ 1,294.96	\$ 67,337.73	\$ 38.6386	\$ 1,352.35	\$ 70,322.17	\$ 40.4195	\$ 1,414.68	\$ 73,563.47	\$ 42.1274	\$ 1,474.46	\$ 76,671.95
6	\$ 44.0148	\$ 1,540.52	\$ 80,106.90	\$ 45.7792	\$ 1,602.27	\$ 83,318.17	\$ 47.5501	\$ 1,664.25	\$ 86,541.26			
7	\$ 48.8455	\$ 1,709.59	\$ 88,898.84	\$ 50.5580	\$ 1,769.53	\$ 92,015.64	\$ 52.3232	\$ 1,831.31	\$ 95,228.31	\$ 54.0946	\$ 1,893.31	\$ 98,452.09
8	\$ 56.0380	\$ 1,961.33	\$ 101,989.15	\$ 57.9826	\$ 2,029.39	\$ 105,528.29	\$ 60.0466	\$ 2,101.63	\$ 109,284.86	\$ 62.2256	\$ 2,177.89	\$ 113,250.50

SALARY STRUCTURE AND RATES OF PAY - LIBRARY STAFF

1.0% p/a from the first pay period to commence on or after 1 July 2022 (includes EFT)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 29.4930	\$ 1,032.26	\$ 53,677.29	\$ 29.8316	\$ 1,044.11	\$ 54,293.47	\$ 30.1664	\$ 1,055.82	\$ 54,902.79	\$ 30.5012	\$ 1,067.54	\$ 55,512.10
2	\$ 30.9852	\$ 1,084.48	\$ 56,392.99	\$ 31.3964	\$ 1,098.88	\$ 57,141.53	\$ 31.8441	\$ 1,114.54	\$ 57,956.24			
3	\$ 32.2550	\$ 1,128.93	\$ 58,704.15	\$ 33.0076	\$ 1,155.27	\$ 60,073.86	\$ 33.7894	\$ 1,182.63	\$ 61,496.64	\$ 34.2590	\$ 1,199.06	\$ 62,351.31
4	\$ 34.5468	\$ 1,209.14	\$ 62,875.09	\$ 35.1357	\$ 1,229.75	\$ 63,947.02	\$ 35.8865	\$ 1,256.03	\$ 65,313.48	\$ 36.4070	\$ 1,274.25	\$ 66,260.77
5	\$ 37.3687	\$ 1,307.91	\$ 68,011.10	\$ 39.0249	\$ 1,365.87	\$ 71,025.39	\$ 40.8237	\$ 1,428.83	\$ 74,299.11	\$ 42.5487	\$ 1,489.21	\$ 77,438.67
6	\$ 44.4549	\$ 1,555.92	\$ 80,907.96	\$ 46.2370	\$ 1,618.30	\$ 84,151.35	\$ 48.0256	\$ 1,680.90	\$ 87,406.67			
7	\$ 49.3340	\$ 1,726.69	\$ 89,787.82	\$ 51.0636	\$ 1,787.23	\$ 92,935.80	\$ 52.8465	\$ 1,849.63	\$ 96,180.59	\$ 54.6355	\$ 1,912.24	\$ 99,436.61
8	\$ 56.5984	\$ 1,980.94	\$ 103,009.04	\$ 58.5624	\$ 2,049.68	\$ 106,583.58	\$ 60.6471	\$ 2,122.65	\$ 110,377.71	\$ 62.8478	\$ 2,199.67	\$ 114,383.01

SALARY STRUCTURE AND RATES OF PAY - LIBRARY STAFF

1.0% p/a from the first pay period to commence on or after 1 July 2023 (includes EFT)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 29.7879	\$ 1,042.58	\$ 54,214.06	\$ 30.1299	\$ 1,054.55	\$ 54,836.41	\$ 30.4680	\$ 1,066.38	\$ 55,451.82	\$ 30.8062	\$ 1,078.22	\$ 56,067.22
2	\$ 31.2950	\$ 1,095.33	\$ 56,956.92	\$ 31.7104	\$ 1,109.86	\$ 57,712.94	\$ 32.1625	\$ 1,125.69	\$ 58,535.80			
3	\$ 32.5776	\$ 1,140.22	\$ 59,291.19	\$ 33.3377	\$ 1,166.82	\$ 60,674.60	\$ 34.1273	\$ 1,194.45	\$ 62,111.61	\$ 34.6015	\$ 1,211.05	\$ 62,974.82
4	\$ 34.8922	\$ 1,221.23	\$ 63,503.85	\$ 35.4871	\$ 1,242.05	\$ 64,586.49	\$ 36.2454	\$ 1,268.59	\$ 65,966.62	\$ 36.7711	\$ 1,286.99	\$ 66,923.38
5	\$ 37.7424	\$ 1,320.98	\$ 68,691.21	\$ 39.4152	\$ 1,379.53	\$ 71,735.64	\$ 41.2319	\$ 1,443.12	\$ 75,042.10	\$ 42.9742	\$ 1,504.10	\$ 78,213.05
6	\$ 44.8995	\$ 1,571.48	\$ 81,717.04	\$ 46.6994	\$ 1,634.48	\$ 84,992.87	\$ 48.5059	\$ 1,697.71	\$ 88,280.74			
7	\$ 49.8273	\$ 1,743.96	\$ 90,685.70	\$ 51.5743	\$ 1,805.10	\$ 93,865.16	\$ 53.3749	\$ 1,868.12	\$ 97,142.40	\$ 55.1819	\$ 1,931.36	\$ 100,430.98
8	\$ 57.1644	\$ 2,000.75	\$ 104,039.13	\$ 59.1480	\$ 2,070.18	\$ 107,649.41	\$ 61.2536	\$ 2,143.87	\$ 111,481.48	\$ 63.4763	\$ 2,221.67	\$ 115,526.84

SWAN HILL RURAL CITY COUNCIL E.B.A.

SALARY STRUCTURE AND RATES OF PAY - OUTDOOR (DEPOT STAFF)

1.0% p/a from the first pay period to commence on or after 1 July 2021 (includes EFT & Depot General Allowance)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
1	\$ 29.1454	\$ 1,107.53	\$ 57,591.31	\$ 29.4541	\$ 1,119.26	\$ 58,201.39	\$ 29.7595	\$ 1,130.86	\$ 58,804.68	\$ 30.0648	\$ 1,142.46	\$ 59,407.96
2	\$ 30.5061	\$ 1,159.23	\$ 60,280.12	\$ 30.8812	\$ 1,173.49	\$ 61,021.25	\$ 31.2894	\$ 1,189.00	\$ 61,827.89			
3	\$ 31.6642	\$ 1,203.24	\$ 62,568.40	\$ 32.3505	\$ 1,229.32	\$ 63,924.55	\$ 33.0634	\$ 1,256.41	\$ 65,333.24	\$ 33.4916	\$ 1,272.68	\$ 66,179.45
4	\$ 33.7541	\$ 1,282.65	\$ 66,698.05	\$ 34.2912	\$ 1,303.06	\$ 67,759.36	\$ 34.9759	\$ 1,329.08	\$ 69,112.30	\$ 35.4505	\$ 1,347.12	\$ 70,050.20
5	\$ 36.3275	\$ 1,380.45	\$ 71,783.21	\$ 37.8379	\$ 1,437.84	\$ 74,767.65	\$ 39.4782	\$ 1,500.17	\$ 78,008.95	\$ 41.0513	\$ 1,559.95	\$ 81,117.43
6	\$ 42.7897	\$ 1,626.01	\$ 84,552.38	\$ 44.4148	\$ 1,687.76	\$ 87,763.65	\$ 46.0459	\$ 1,749.74	\$ 90,986.74			
7	\$ 47.2390	\$ 1,795.08	\$ 93,344.32	\$ 48.8164	\$ 1,855.02	\$ 96,461.12	\$ 50.4422	\$ 1,916.80	\$ 99,673.79	\$ 52.0737	\$ 1,978.80	\$ 102,897.57
8	\$ 53.8637	\$ 2,046.82	\$ 106,434.63	\$ 55.6547	\$ 2,114.88	\$ 109,973.77	\$ 57.5558	\$ 2,187.12	\$ 113,730.34	\$ 59.5627	\$ 2,263.38	\$ 117,695.98

SALARY STRUCTURE AND RATES OF PAY - OUTDOOR (DEPOT STAFF)

1.0% p/a from the first pay period to commence on or after 1 July 2022 (includes EFT & Depot General Allowance)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
1	\$ 29.4144	\$ 1,117.75	\$ 58,122.77	\$ 29.7262	\$ 1,129.60	\$ 58,738.95	\$ 30.0345	\$ 1,141.31	\$ 59,348.27	\$ 30.3429	\$ 1,153.03	\$ 59,957.58
2	\$ 30.7887	\$ 1,169.97	\$ 60,838.47	\$ 31.1675	\$ 1,184.37	\$ 61,587.01	\$ 31.5798	\$ 1,200.03	\$ 62,401.72			
3	\$ 31.9583	\$ 1,214.42	\$ 63,149.63	\$ 32.6515	\$ 1,240.76	\$ 64,519.34	\$ 33.3715	\$ 1,268.12	\$ 65,942.12	\$ 33.8040	\$ 1,284.55	\$ 66,796.79
4	\$ 34.0691	\$ 1,294.63	\$ 67,320.57	\$ 34.6116	\$ 1,315.24	\$ 68,392.50	\$ 35.3031	\$ 1,341.52	\$ 69,758.96	\$ 35.7825	\$ 1,359.74	\$ 70,706.25
5	\$ 36.6683	\$ 1,393.40	\$ 72,456.58	\$ 38.1938	\$ 1,451.36	\$ 75,470.87	\$ 39.8505	\$ 1,514.32	\$ 78,744.59	\$ 41.4393	\$ 1,574.70	\$ 81,884.15
6	\$ 43.1951	\$ 1,641.41	\$ 85,353.44	\$ 44.8365	\$ 1,703.79	\$ 88,596.83	\$ 46.4839	\$ 1,766.39	\$ 91,852.15			
7	\$ 47.6889	\$ 1,812.18	\$ 94,233.30	\$ 49.2820	\$ 1,872.72	\$ 97,381.28	\$ 50.9241	\$ 1,935.12	\$ 100,626.07	\$ 52.5719	\$ 1,997.73	\$ 103,882.09
8	\$ 54.3798	\$ 2,066.43	\$ 107,454.52	\$ 56.1888	\$ 2,135.17	\$ 111,029.06	\$ 58.1089	\$ 2,208.14	\$ 114,823.19	\$ 60.1359	\$ 2,285.16	\$ 118,828.49

SALARY STRUCTURE AND RATES OF PAY - OUTDOOR (DEPOT STAFF)

1.0% p/a from the first pay period to commence on or after 1 July 2023 (includes EFT & Depot General Allowance)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 29.6860	\$ 1,128.07	\$ 58,659.54	\$ 30.0010	\$ 1,140.04	\$ 59,281.89	\$ 30.3124	\$ 1,151.87	\$ 59,897.30	\$ 30.6238	\$ 1,163.71	\$ 60,512.70
2	\$ 31.0741	\$ 1,180.82	\$ 61,402.40	\$ 31.4567	\$ 1,195.35	\$ 62,158.42	\$ 31.8731	\$ 1,211.18	\$ 62,981.28			
3	\$ 32.2554	\$ 1,225.71	\$ 63,736.67	\$ 32.9555	\$ 1,252.31	\$ 65,120.08	\$ 33.6827	\$ 1,279.94	\$ 66,557.09	\$ 34.1196	\$ 1,296.54	\$ 67,420.30
4	\$ 34.3873	\$ 1,306.72	\$ 67,949.33	\$ 34.9352	\$ 1,327.54	\$ 69,031.97	\$ 35.6337	\$ 1,354.08	\$ 70,412.10	\$ 36.1178	\$ 1,372.48	\$ 71,368.86
5	\$ 37.0125	\$ 1,406.47	\$ 73,136.69	\$ 38.5532	\$ 1,465.02	\$ 76,181.12	\$ 40.2265	\$ 1,528.61	\$ 79,487.58	\$ 41.8312	\$ 1,589.59	\$ 82,658.53
6	\$ 43.6045	\$ 1,656.97	\$ 86,162.52	\$ 45.2623	\$ 1,719.97	\$ 89,438.35	\$ 46.9262	\$ 1,783.20	\$ 92,726.22			
7	\$ 48.1433	\$ 1,829.45	\$ 95,131.18	\$ 49.7523	\$ 1,890.59	\$ 98,310.64	\$ 51.4109	\$ 1,953.61	\$ 101,587.88	\$ 53.0751	\$ 2,016.85	\$ 104,876.46
8	\$ 54.9011	\$ 2,086.24	\$ 108,484.61	\$ 56.7282	\$ 2,155.67	\$ 112,094.89	\$ 58.6675	\$ 2,229.36	\$ 115,926.96	\$ 60.7147	\$ 2,307.16	\$ 119,972.32

SWAN HILL RURAL CITY COUNCIL E.B.A.

SALARY STRUCTURE AND RATES OF PAY - OUTDOOR (OTHER STAFF)

1.0% p/a from the first pay period to commence on or after 1 July 2021 (includes EFT & Industry Allowance)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 27.7467	\$ 1,054.38	\$ 54,827.51	\$ 28.0555	\$ 1,066.11	\$ 55,437.59	\$ 28.3608	\$ 1,077.71	\$ 56,040.88	\$ 28.6661	\$ 1,089.31	\$ 56,644.16
2	\$ 29.1075	\$ 1,106.08	\$ 57,516.32	\$ 29.4825	\$ 1,120.34	\$ 58,257.45	\$ 29.8907	\$ 1,135.85	\$ 59,064.09			
3	\$ 30.2655	\$ 1,150.09	\$ 59,804.60	\$ 30.9518	\$ 1,176.17	\$ 61,160.75	\$ 31.6647	\$ 1,203.26	\$ 62,569.44	\$ 32.0929	\$ 1,219.53	\$ 63,415.65
4	\$ 32.3554	\$ 1,229.50	\$ 63,934.25	\$ 32.8925	\$ 1,249.91	\$ 64,995.56	\$ 33.5772	\$ 1,275.93	\$ 66,348.50	\$ 34.0518	\$ 1,293.97	\$ 67,286.40
5	\$ 34.9288	\$ 1,327.30	\$ 69,019.41	\$ 36.4392	\$ 1,384.69	\$ 72,003.85	\$ 38.0795	\$ 1,447.02	\$ 75,245.15	\$ 39.6526	\$ 1,506.80	\$ 78,353.63
6	\$ 41.3910	\$ 1,572.86	\$ 81,788.58	\$ 43.0161	\$ 1,634.61	\$ 84,999.85	\$ 44.6472	\$ 1,696.59	\$ 88,222.94			
7	\$ 45.8403	\$ 1,741.93	\$ 90,580.52	\$ 47.4177	\$ 1,801.87	\$ 93,697.32	\$ 49.0435	\$ 1,863.65	\$ 96,909.99	\$ 50.6750	\$ 1,925.65	\$ 100,133.77
8	\$ 52.4650	\$ 1,993.67	\$ 103,670.83	\$ 54.2561	\$ 2,061.73	\$ 107,209.97	\$ 56.1572	\$ 2,133.97	\$ 110,966.54	\$ 58.1641	\$ 2,210.23	\$ 114,932.18

SALARY STRUCTURE AND RATES OF PAY - OUTDOOR (OTHER STAFF)

1.0% p/a from the first pay period to commence on or after 1 July 2022 (includes EFT & Industry Allowance)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 28.0157	\$ 1,064.60	\$ 55,358.97	\$ 28.3275	\$ 1,076.45	\$ 55,975.15	\$ 28.6359	\$ 1,088.16	\$ 56,584.47	\$ 28.9442	\$ 1,099.88	\$ 57,193.78
2	\$ 29.3900	\$ 1,116.82	\$ 58,074.67	\$ 29.7688	\$ 1,131.22	\$ 58,823.21	\$ 30.1811	\$ 1,146.88	\$ 59,637.92			
3	\$ 30.5596	\$ 1,161.27	\$ 60,385.83	\$ 31.2528	\$ 1,187.61	\$ 61,755.54	\$ 31.9728	\$ 1,214.97	\$ 63,178.32	\$ 32.4054	\$ 1,231.40	\$ 64,032.99
4	\$ 32.6704	\$ 1,241.48	\$ 64,556.77	\$ 33.2129	\$ 1,262.09	\$ 65,628.70	\$ 33.9044	\$ 1,288.37	\$ 66,995.16	\$ 34.3838	\$ 1,306.59	\$ 67,942.45
5	\$ 35.2696	\$ 1,340.25	\$ 69,692.78	\$ 36.7951	\$ 1,398.21	\$ 72,707.07	\$ 38.4518	\$ 1,461.17	\$ 75,980.79	\$ 40.0407	\$ 1,521.55	\$ 79,120.35
6	\$ 41.7964	\$ 1,588.26	\$ 82,589.64	\$ 43.4378	\$ 1,650.64	\$ 85,833.03	\$ 45.0852	\$ 1,713.24	\$ 89,088.35			
7	\$ 46.2902	\$ 1,759.03	\$ 91,469.50	\$ 47.8833	\$ 1,819.57	\$ 94,617.48	\$ 49.5254	\$ 1,881.97	\$ 97,862.27	\$ 51.1732	\$ 1,944.58	\$ 101,118.29
8	\$ 52.9811	\$ 2,013.28	\$ 104,690.72	\$ 54.7901	\$ 2,082.02	\$ 108,265.26	\$ 56.7102	\$ 2,154.99	\$ 112,059.39	\$ 58.7372	\$ 2,232.01	\$ 116,064.69

SALARY STRUCTURE AND RATES OF PAY - OUTDOOR (OTHER STAFF)

1.0% p/a from the first pay period to commence on or after 1 July 2023 (includes EFT & Industry Allowance)

BAND	LEVEL A			LEVEL B			LEVEL C			LEVEL D		
	A Hourly	A Weekly	A Annual	B Hourly	B Weekly	B Annual	C Hourly	C Weekly	C Annual	D Hourly	D Weekly	D Annual
1	\$ 28.2873	\$ 1,074.92	\$ 55,895.74	\$ 28.6023	\$ 1,086.89	\$ 56,518.09	\$ 28.9137	\$ 1,098.72	\$ 57,133.50	\$ 29.2252	\$ 1,110.56	\$ 57,748.90
2	\$ 29.6754	\$ 1,127.67	\$ 58,638.60	\$ 30.0580	\$ 1,142.20	\$ 59,394.62	\$ 30.4744	\$ 1,158.03	\$ 60,217.48			
3	\$ 30.8567	\$ 1,172.56	\$ 60,972.87	\$ 31.5568	\$ 1,199.16	\$ 62,356.28	\$ 32.2841	\$ 1,226.79	\$ 63,793.29	\$ 32.7209	\$ 1,243.39	\$ 64,656.50
4	\$ 32.9886	\$ 1,253.57	\$ 65,185.53	\$ 33.5365	\$ 1,274.39	\$ 66,268.17	\$ 34.2350	\$ 1,300.93	\$ 67,648.30	\$ 34.7192	\$ 1,319.33	\$ 68,605.06
5	\$ 35.6138	\$ 1,353.32	\$ 70,372.89	\$ 37.1545	\$ 1,411.87	\$ 73,417.32	\$ 38.8278	\$ 1,475.46	\$ 76,723.78	\$ 40.4326	\$ 1,536.44	\$ 79,894.73
6	\$ 42.2058	\$ 1,603.82	\$ 83,398.72	\$ 43.8636	\$ 1,666.82	\$ 86,674.55	\$ 45.5275	\$ 1,730.05	\$ 89,962.42			
7	\$ 46.7446	\$ 1,776.30	\$ 92,367.38	\$ 48.3537	\$ 1,837.44	\$ 95,546.84	\$ 50.0122	\$ 1,900.46	\$ 98,824.08	\$ 51.6764	\$ 1,963.70	\$ 102,112.66
8	\$ 53.5024	\$ 2,033.09	\$ 105,720.81	\$ 55.3295	\$ 2,102.52	\$ 109,331.09	\$ 57.2688	\$ 2,176.21	\$ 113,163.16	\$ 59.3161	\$ 2,254.01	\$ 117,208.52

SWAN HILL RURAL CITY COUNCIL
SALARY STRUCTURE AND RATES OF PAY - MATERNAL AND CHILD HEALTH NURSES

1% per annum from first pay period to commence on or after 1 July 2021 (includes Higher Qualifications Allowance at 7.5% and EFT Allowance)			
MCH Year 1	MCH Year 2	MCH Level 3	MCH Level 4
\$56.0771 per hour	\$57.2366 per hour	\$58.4370 per hour	\$59.6635 per hour

1% per annum from first pay period to commence on or after 1 July 2022 (includes Higher Qualifications Allowance at 7.5% and EFT Allowance)			
MCH Year 1	MCH Year 2	MCH Level 3	MCH Level 4
\$56.6379 per hour	\$57.8090 per hour	\$59.0214 per hour	\$60.2601 per hour

1% per annum from first pay period to commence on or after 1 July 2023 (includes Higher Qualifications Allowance at 7.5% and EFT Allowance)			
MCH Year 1	MCH Year 2	MCH Level 3	MCH Level 4
\$57.2042 per hour	\$58.3871 per hour	\$59.6116 per hour	\$60.8627 per hour

SWAN HILL RURAL CITY COUNCIL

SALARY STRUCTURE AND RATES OF PAY - MATERNAL AND CHILD HEALTH COORDINATOR

1% per annum from first pay period to commence on or after 1 July 2021 (includes Higher Qualifications Allowance at 7.5% and EFT Allowance)	
First 12 months following appointment MCH Level 4 plus 5%	Anniversary date of appointment onwards MCH Level 4 plus 10%
\$62.6467 per hour	\$65.6299 per hour

1% per annum from first pay period to commence on or after 1 July 2022 (includes Higher Qualifications Allowance at 7.5% and EFT Allowance)	
First 12 months following appointment MCH Level 4 plus 5%	Anniversary date of appointment onwards MCH Level 4 plus 10%
\$63.2732 per hour	\$66.2862 per hour

1% per annum from first pay period to commence on or after 1 July 2023 (includes Higher Qualifications Allowance at 7.5% and EFT Allowance)	
First 12 months following appointment MCH Level 4 plus 5%	Anniversary date of appointment onwards MCH Level 4 plus 10%
\$63.9059 per hour	\$66.9490 per hour

SWAN HILL RURAL CITY COUNCIL
SALARY STRUCTURE AND RATES OF PAY - IMMUNISATION NURSES

1% per annum from first pay period to commence on or after 1 July 2021	
Ordinary Hourly Rate – MCH Year 1	Evening Rate – MCH Year 1 plus 2.5%
\$52.1647 per hour	\$53.4689 per hour

1% per annum from first pay period to commence on or after 1 July 2022	
Ordinary Hourly Rate – MCH Year 1	Evening Rate – MCH Year 1 plus 2.5%
\$52.6864 per hour	\$54.0035 per hour

1% per annum from first pay period to commence on or after 1 July 2023	
Ordinary Hourly Rate – MCH Year 1	Evening Rate – MCH Year 1 plus 2.5%
\$53.2132 per hour	\$54.5436 per hour

SWAN HILL RURAL CITY COUNCIL ALLOWANCE PROVISIONS

Clause 11.2 Commencement & Cessation of Duties			
from first pay period to commence on or after 1 July 2021	- 10kms (one way) \$0 per day	- 80 kms (one way) \$34.80 per day	> 80 kms (one way) \$54.15 per day

Clause 11.4(b) Depot General Allowances included in salary (base rate of \$85.49 per week)	
Clause 4.1.4 Industry Allowance Allowances included in salary (base rate of \$32.34 per week)	

SWAN HILL RURAL CITY COUNCIL ALLOWANCE PROVISIONS

Vehicle allowance to remain at final year of the 2018 EBA level for the life of the agreement

Clause 12.10 Vehicle Allowance (applicable to Community Care Staff)	
Vehicle Allowance	\$1.14 per kilometre

Clause 13.3 Duty Manager (applicable to Pioneer Settlement Staff)	
Duty Manager Base Rate	\$81.00 per day
1.5% p/a from first pay period to commence on or after 1 July 2021	\$82.22 per day
1.5% p/a from first pay period to commence on or after 1 July 2022	\$83.45 per day
1.5% p/a from first pay period to commence on or after 1 July 2023	\$84.70 per day

PART B

VICTORIAN LOCAL AUTHORITIES AWARD 2001.

1. TITLE

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

Part 1 - Application and operation of award

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

Part 2 - Award flexibility **4**

8.	Deleted	
9.	Index of facilitative provisions	4
10.	Deleted	
11.	Worksite flexibility/starting point	4

Part 3 - Communication, consultation and dispute resolution

12.	Deleted	
13.	Deleted	

Part 4 - Employer and employees' duties, employment relationship and related arrangements **5**

14.	Multi-skilling	5
15.	Types of employment	5
16.	Staff development scheme	10
17.	Redundancy	11
17A.	Redundancy disputes procedure	14
18.	Notice of termination	15
19.	Terms of employment	16
20.	Position description	17
21.	Annual review	18

Part 5 - Wages and related matters **19**

22.	Classification and minimum rates of pay	19
22A.	School-based apprentices	26
23.	Allowances	23

24.	Higher duties/mixed functions	41
25.	Accident pay	42
26.	Superannuation	43
27.	Tools/instruments	44
28.	Uniforms/protective clothing	44
29.	Loss or damage to clothing and/or spectacles	44
30.	Board and lodging	45
31.	Quarters	45
32.	Vehicle hire	46
Part 6 - Hours of work, breaks, overtime, weekend work		46
33.	Ordinary time hours of work	46
34.	Overtime (and) work performed on Saturdays, Sundays and Public Holidays	61
35.	Rest interval	74
Part 7 - Leave of absence and public holidays		75
36.	Parental leave	75
37.	Carer's leave	81
38.	Long service leave	85
39.	Sick leave	85
40.	Jury service	89
41.	Annual leave and leave loading	90
42.	Public holidays	94
Part 8 - Training and related matters award		96
43.	Training	96
44.	Supported wage system	97
45.	Training leave (dispute resolution)	100
Appendix A – classification definitions		101
3.	Deleted	
4.	Deleted	
5.	Deleted	

6. **EXCLUSIONS TO AWARD COVERAGE**

6.1 This award does not apply to:

- Persons employed in the classification of Chief Executive Officer.

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

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

7. **DEFINITIONS (GENERAL)**

7.1 **deleted**

7.2 **deleted**

7.3 **deleted**

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

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

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

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

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

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

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

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

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

PART 2 - AWARD FLEXIBILITY

8. Deleted

9. INDEX OF FACILITATIVE PROVISIONS

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

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

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

10. DELETED

11. WORKSITE FLEXIBILITY/STARTING POINT

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

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

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. Deleted

13. Deleted

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

14. MULTI-SKILLING

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

15. TYPES OF EMPLOYMENT

15.1 General

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

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

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

15.2 Casual employment

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

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

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

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

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

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

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

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

15.2.3 Child Care Workers

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

15.2.4 Caring responsibilities

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

- If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- Upon the death in Australia of an immediate family or household member.

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

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

employer to engage or not to engage a casual employee are otherwise not affected.

15.2A Casual Employment

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

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

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

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

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

15.2A(a)(iv) Any casual employee who has a right to elect under clause 15.2A(a)(i), upon receiving notice under clause 15.2A(a)(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

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

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

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

- (2) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 15.3.

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

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

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

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

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

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

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

- 15.2A(b)(iii)** It shall be sufficient compliance with subclause 15.2A(b)(ii) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.
- 15.2A(c)** An employee must not be engaged and re-engaged to avoid any obligation under this Award.
- 15.2A(d)(i)** An “**irregular casual employee**” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 15.2A(d)(ii)** The provisions of clause 15.2A do not apply to irregular casual employees.

15.3 Part-time employment

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

- 15.3.1(a)** A part-time employee is a permanent or temporary employee who is engaged to work less than full-time hours and has reasonably predictable hours of work, but does not include an employee who is a casual employee in accordance with this award.
- 15.3.1(b)** The employer shall engage a part-time employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (**the agreed hours**).
- 15.3.1(c)** With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on each start.
- 15.3.1(d)** At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- 15.3.1(e)** Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee’s rate of pay.
- 15.3.1(f)** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 15.3.1(g)** A part-time employee shall be entitled to pro rata annual leave, sick leave and long service leave on a pro rata basis paid at the employee’s ordinary rate of pay and

shall be calculated by reference to the employee's agreed hours.

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

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

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

15.3.1(k) Deleted

15.3.1(l) Deleted

15.3.2 Child Care Workers

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

15.4 Temporary employment

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

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

15.5 Deleted

16. STAFF DEVELOPMENT SCHEME

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

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

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

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

17. REDUNDANCY

17.1 Definitions

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

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

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

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

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

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

17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the

employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.3 Severance pay

17.3.1 Severance pay

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

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

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

17.3.2 Severance pay - employees of a small employer

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

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

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

17.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

17.3.4 Continuous service does not include any period during which the employee was absent for any of the reasons described in clause 41.4 of this award.

17.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *redundancy case* decision [[PR032004](#), 26 March 2004] and the *redundancy case* supplementary decision [[PR062004](#), 8 June 2004].

17.4 Employee leaving during notice period

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

17.5 Alternative employment

17.5.1 An employer, in a particular redundancy case, may make application to The Fair Work Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

17.5.2 This provision does not apply in circumstances involving transmission of business as set in clause 17.7 hereof.

17.6 Job search entitlement

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

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

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

17.7 Transmission of business

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

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

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

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

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

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

17.8 Employees exempted

This clause does not apply to:

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

17.9 Incapacity to pay

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

17A. REDUNDANCY DISPUTES PROCEDURE

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

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

17A.2.1 The reasons for any proposed redundancy;

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

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

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

18. NOTICE OF TERMINATION

18.1 Notice of termination by employer

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

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

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

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

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

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

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

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

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

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

18.1.5(b) Deleted;

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

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

18.1.5(e) To casual employees.

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

18.2 Notice of termination by an employee

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

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

18.3 Job search entitlement

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

18.4 Transmission of business

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

19. TERMS OF EMPLOYMENT

19.1 Employees bands 1 to 8

19.1.1 An employee upon engagement will be provided with a position description consistent with the requirements of clause 20 - Position description of this award.

19.1.2 Employees employed by an employer in accordance with the provisions of this award will be engaged as full-time, part-time, temporary or as casual employees.

19.1.3 Termination of employment in all cases will be as provided for in the appropriate clauses of this award.

19.1.4 A full-time employee will be entitled to payment in full for any working week while he/she is so employed even though he/she may actually be required to work during a portion only of a week.

19.1.5 Provided that a full-time employee who as a result of his or her own actions works less than 38 hours a week will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate ordinary weekly rate by 38.

19.1.6 An employee will perform such work as will from time to time be required, including reasonable overtime.

19.1.7 An employer will not dispense with the services of a full-time or part-time employee and engage such employee as a casual employee for

the purpose of avoiding payment for sick and accident leave, holidays, annual leave or long service leave.

19.2 Abandonment of employment (all employees)

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

19.2.2 An employee deemed to have abandoned their employment as described in clause 19.2.1 will be provided notice of termination in accordance with clause 18.

19.3 Child care workers

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

19.4 Incidental and peripheral duties

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

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

20. POSITION DESCRIPTION

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

- The accountability and extent of authority of the position;
- The level of judgement and decision making skills required;
- Specialist skills and knowledge required to undertake the duties of the position;
- Managerial skills;
- Interpersonal skills;
- Qualifications and experience required for the position.

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

21. ANNUAL REVIEW

21.1 Employees bands 1 to 8 only

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

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

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

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

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

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

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

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

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

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

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

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

21.2 Child care workers only

21.2.1 Progression

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

21.2.1(a) Competency at the existing level;

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

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

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

- The employee is notified in writing as to the reasons for the deferral;
- The employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- Following any deferral, the employee is provided with the necessary training in order to advance to the next level.

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

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

- An employee has achieved competency at his/her existing level;
- Has demonstrated an ability to acquire the skills necessary to progress to the next pay point prior to the completion of twelve months at his/her existing level.

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

PART 5 - WAGES AND RELATED MATTERS

22. CLASSIFICATION AND MINIMUM RATES OF PAY

22.1 Employees bands 1 to 8

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

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

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

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

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

22.1.3(c) Where no agreement can be reached, 12.2 will be utilised.

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

22.2 Table - rates of pay

[22.2 corrected by [PR915015](#) varied by [PR919645](#) [PR932180](#) [PR947407](#) [PR959665](#) [PR977139](#); [PR978575](#) ppc 01Oct07]

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

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

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

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

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

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

22.2.6 The aforesaid qualifications are as follows:

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

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

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

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

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

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

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

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

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

22.3.4 The rates of pay prescribed in this award will be deemed to be the minimum rates payable, and nothing herein contained will

preclude any authority from paying an employee at a higher rate of pay than that prescribed herein.

22.4 Apprentices (physical/community services employees only)

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

22.4.2 Junior apprentices

22.4.2 Junior apprentices

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

22.4.2(b) Four year apprenticeships

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

22.4.2(c) Three year apprenticeships

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

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

22.4.3 Adult apprentices

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

22.5 Trainees

A trainee shall be engaged in accordance with the terms and conditions of employment as prescribed in the Victorian Local Government Award 2015.

22.6 Senior Executive Officers

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

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

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

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

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

- Must be in writing and signed by both parties; and
- Either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations; or
- A notation placed in the record as to where a copy of the agreement may be inspected;
- And which provides for:
 - An overall requirement that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
 - An annual review of the agreement;
 - Access to The Fair Work Commission for dispute resolution in accordance with the award dispute resolution procedure;
 - Details of any salary package arrangements;
 - Details of any other non-salary benefits provided to the employee;
 - Details of any performance pay arrangements and performance measurement indicators;
 - The involvement of the relevant union or an employee nominated representative;
- The salary for the purposes of accident make up pay.

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

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

22.6.6 Notwithstanding this provision a total employment package arrangement entered into under clause 34 of the Victorian Local Authorities Interim Award 1991 shall continue to apply until the 30th June 2002 unless before that date:

22.6.6(a) The total package arrangement however described expires;

22.6.6(b) By agreement the arrangement is terminated;

22.6.6(c) Either party seeks to review the arrangement having regard to the provisions of this clause.

22.6.7 Any dispute under 22.6.6 can be dealt with under clause 12 - Consultation and dispute resolution procedures.

22.6.8 Notwithstanding clause 15:

22.6.8(a) An employee appointed as a senior executive officer who is also a senior officer as defined by the Local Government Act 1989 (Victoria) may be employed under a maximum term contract as required by that Act; and

22.6.8(b) An employee who is appointed as an executive as defined by the Victorian Government Sector Executive Remuneration Panel (GSERP) may be employed under a maximum term contract.

22.6.8(c) Employees subject to clause 22.6.8 continue to be covered by the provisions of this Award.

22.7 Option for annualised salary

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

22.7.2 In such cases, the agreement may provide that the provisions of the following award clauses do not apply:

- Overtime/penalty rates and meeting allowances;
- Time off in lieu of overtime payment;
- Call back and availability allowances;
- Allowances and expenses;
- Annual leave loading;
- Higher duties;
- Worksite flexibility;
- Instruments and quarters.

Provided that the annualised rate was sufficient to cover what the employee would have been entitled to if all award required

payments, including penalty rate payments and allowances, had been complied within the year. The additional payment may be taken in the form of a non salary benefit such as an employer provided motor vehicle.

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

22.7.4 An agreement under this clause:

- Must be in writing and signed by both parties; and
- Either recorded in the time and wage records kept by the employer in accordance with Part 9A, Division I of the Workplace Relations Regulations, or a notation placed in the record as to where a copy of the agreement may be inspected; and
- Provide an annual review of the agreement; and
- Provide for access to The Fair Work Commission for dispute resolution in accordance with the award dispute resolution procedure.

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

22.8 Child care workers

22.8 Payment of wages

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

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

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

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

22.8.4 An employee who is able to establish genuine hardship caused by electronic funds transfer may apply for another means of payment. If the respondent and the employee is unable to agree on the genuineness of the hardship or on a suitable method of payment

the matter may be dealt with under the dispute resolution procedures.

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

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

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

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

22A. SCHOOL-BASED APPRENTICES

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

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

22A.3 For the purposes of 22A.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

22A.4 The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

22A.5 For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

22A.6 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.

22A.7 School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

22A.8 These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

22A.9 Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through

the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.

22A.10 School-based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

23. ALLOWANCES

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

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

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

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

23.1.2 Library allowances

23.1.2(a) Bookmobile and housebound disability allowance

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

23.1.2(b) Driving licence allowance

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

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

23.1.2(c) Excess travelling time and fares

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

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

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

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

23.1.3 Meal allowance

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

23.1.3(b) Where a meal allowance is payable under this clause, it will be that amount shown in 23.1.1 above, opposite the levels set out below, except where an employee has been advised the day before that he/she will be required to work overtime, then such employee will, subject to further provisions of this

clause, not be entitled for the subsequent meal allowance amount shown in 23.1.1 above.

23.1.3(c) An employee who is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.1.5 Expenses accommodation, out of pocket and vehicle

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

23.1.5(b) All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on the respondent's behalf will be paid by the respondent. All

claims for such expenses will be rendered fortnightly or monthly as directed by the employer and such claims will give particulars of travelling done and expenses incurred in the discharge of official duties. An employer may in connection with any particular claim require that such claim will be supported by statutory declaration.

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

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

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

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

23.1.6 Instrument allowance engineers

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

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

23.1.7 Physical services/community services employees bands 1 to 5

23.1.7(a) Employee-in-charge

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

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

- Set out work; or

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

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

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

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

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

23.1.7(b) Additional to wages

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

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

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

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

23.1.7(b)(v) Provided that employees who at the date of the coming into force of this provision receive a

weekly allowance will not be reduced to a daily allowance.

23.1.7(c) Industry allowance

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

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

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

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

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

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

- Weighbridge Attendant;
- Storeperson;

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

- Guard/Gatekeeper;

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

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

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

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

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

23.1.8 Trades allowances

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

Tool allowance	Per week
	\$
Mechanic	17.74
Bricklayer, carpenter	17.74

Plasterer, plumber (registered and unregistered)	17.74
Painter, signwriter	4.59

Registered plumber's allowance

Registered plumber only	25.97
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Plumbing trades allowance

Registered and unregistered plumbers	19.32
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23.1.8(b) The foregoing allowances will continue to be paid during an employees absence pursuant to clauses 25 - Accident make-up pay, 39 - Sick leave, 40 - Jury service, 41 - Annual leave and leave loading, and 42 - Public holidays only. In the case of other absences the allowances will be paid on a pro rata basis.

23.1.8(c) Licence allowance

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

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

23.1.9 Special rates

23.1.9(a) Wet pay

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

23.1.9(a)(ii) If he/she is not so provided so as to protect him/her from getting wet, he/she will be paid \$4.16 extra for the day whatever amount of work may be done by him/her on that day.

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

23.1.9(a)(iv) Rain will be deemed to be heavy when, if the employee works therein as required, a

substantial portion of his/her clothes become saturated.

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

23.1.10 Dead animals

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

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

Horses, cattle, pigs and animals of similar size	\$	6.49
Sheep and animals of similar size	\$	4.14
Dogs, cats and animals of similar size	\$	1.72
Fish in quantities	\$	8.45

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

23.1.11 Child care workers

23.1.11(a) Meal allowance - child care workers

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

\$16.53 and a further \$10.31 when required to work more than nine hours on such day.

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

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

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

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

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

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

23.1.12 Handling infected materials

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

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

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

23.1.13 Hot places

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

23.1.14 Seasonal allowance watering

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

23.1.15 Protective clothing

23.1.15(a) Where employees engaged in:

- Handling bituminous materials, creosote, weedkiller, garbage or sanitary pans, or who are employed in an abattoir or a saleyard;
- Pruning or pollarding trees or cutting blackberries;
- Regular maintenance of mechanical equipment involving the handling of grease or oil soiled component parts of mechanical equipment; or
- The handling of cement frequently or for any period in excess of one hour;
- Work at a sewerage treatment plant in close proximity to raw sewage; or
- Cleaning effluent channels or cleaning sewerage blockages;

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

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

23.1.16 Camping

23.1.16(a) An employee who is required to camp or to live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable him/her to proceed to and from his/her home each day, will be paid a camping allowance of \$9.63 per day or \$48.25 per week of five days as a camping allowance in addition to his/her prescribed wages.

23.1.16(b) At the end of each working week the employee shall be allowed to return to his/her home and in such cases all the time reasonably required for travelling to and from his/her home beyond five kilometres shall be treated as time of duty in addition to the time of actual working.

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

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

23.1.17 First aid allowance

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

23.1.18 Meal allowance

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

23.1.19 Transport allowance

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

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

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

23.1.19(d) Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of 11.63 cents per kilometre.

23.1.19(e) Where a Home Carer is required to travel between two or more service points in any one day he/she will be reimbursed for travel expenses incurred for travel between the first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.

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

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

23.1.19(h) Fares allowance (sewerage employees only)

Where an employee resides more than 1.6 kilometres from a sewerage treatment works, he/she will be paid an additional \$5.31 per week unless transport is provided by the employer.

23.1.20 Disability rates (sewerage employees only)

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

- An employee working at a sewerage treatment plant who is in close proximity to raw sewerage or sludge - \$10.69 per week.
- An employee employed at work other than at a sewerage treatment plant - \$2.17 per week.

23.1.20(c) Where an employee is required to do work of an unusually offensive nature in grass filtration or pasture areas, entering or cleaning out sewerage distribution or effluent channels or digestion tanks or septic tanks, he/she will be paid a disability rate of \$10.69 per week or \$2.12 per day, or part of a day, in lieu of the disability rate of \$10.69 per week as provided above.

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

23.1.20(e) Where an employee in any of the classifications specified in clause 22 - Classification and minimum rates of pay is required to enter and manually remove sludge from sedimentation tanks, or syphons, or other similar confined spaces, he/she will be paid a disability rate of \$26.73 per week or \$5.35 per day in lieu of the disability rate for his classification as prescribed otherwise herein.

24. HIGHER DUTIES/MIXED FUNCTIONS

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

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

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

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

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

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

24.3 Child care workers

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

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

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

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

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

25. ACCIDENT PAY

25.1 Employees bands 1 to 8 and senior executive officers

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

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

26. SUPERANNUATION

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

26.1 All employees

26.1.1 Employer's contributions

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

26.2 Casual employees only

26.2.1 Coverage

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

26.2.2 Definition

For the purpose of this subclause:

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

26.2.3 Employer contribution to superannuation

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

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

Provided that:

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

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

27. TOOLS/INSTRUMENTS

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

28. UNIFORMS/PROTECTIVE CLOTHING

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

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

29. LOSS OR DAMAGE TO CLOTHING AND/OR SPECTACLES

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

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

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

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

29.3 Where an employee during the course of employment suffers loss or damage to spectacles, caused by fire, molten metal or corrosive substances, compensation will be made by the employer to the extent of the loss or damage sustained

provided that such loss or damage is not in any way caused by the employee's own act or negligence.

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

30. BOARD AND LODGING

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

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

31. QUARTERS

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

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

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

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

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

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

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

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

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

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

- 31.2.5** Any dispute as to what constitutes caretaking duties will be determined as per the requirements of clause 12 - Consultation and dispute resolution procedures.

32. VEHICLE HIRE

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

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

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

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

33. ORDINARY TIME HOURS OF WORK

33.1 Standard engagement

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

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

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

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

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

- 33.2** Where the duties appertaining to any special office within a Water Board, Waterworks Trust or Sewerage Authority cannot be carried out within the hours specified in 33.1 above, the employee holding such office will not be required to work a greater number of hours than those specified in 33.1 above.

- 33.3** Notwithstanding the provisions of 33.1, upon the consent of the respondent and then by written agreement between the respondent and the employee and/or employees concerned following consultation the ordinary hours of duty of any employee or any employees other than those specified elsewhere may be worked at any time on any days, Monday to Friday inclusive.
- 33.3.1** Provided that 38 such ordinary hours are not exceeded in any one-week period or 76 such ordinary hours are not exceeded in consecutive two week periods or 114 such ordinary hours are not exceeded in any consecutive three week period, or 152 such ordinary hours in consecutive four week periods commencing from a date specified in the agreement. Provided such agreement may permit the working of at least one late night per week where the respondent considers this necessary.
- 33.3.2** The appropriate Union or Unions will be supplied with a copy of the agreement.
- 33.3.3** Nothing in this clause will affect the rights of any party to the award to have any disputes arising from any proposed introduction of work rosters dealt with in accordance with the dispute settlement procedures in this award.
- 33.3.4** The agreement pursuant to this subclause may be varied by a further written agreement between the parties or may be terminated by one calendar month's notice given by either the employee and/or employees concerned or the respondent.
- 33.3.5** Where such an agreement provides for a Rostered Day Off within the specified work cycle period, such Rostered Day Off may be staggered and/or be on any day Monday to Friday.
- 33.3.6** Where 48 hours notice is given an employee may be required to work on his/her scheduled rostered day off. Such employee(s) will do so with no additional payment for that day but will be granted equal time off at a mutually agreed time within the following work cycle period or at some other mutually agreed time, without loss of pay. In the absence of 48 hours notice an employee may agree to work on his/her rostered day off subject to the conditions which would have prevailed had 48 hours notice been given.
- 33.3.7** Failure to grant the equal time off within the following work cycle period, or in the absence of agreement for some other work cycle period, such employee will be paid for the hours worked at the appropriate overtime rate.
- 33.3.8** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- 33.3.9** Should there be any change made to the rostered hours of any employee under the above agreement, such employee will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected.
- 33.3.10** Where the amount of notice provided has not been given, the employee working his/her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed

hours for that day before it was altered. Provided that the provision as to overtime payment appearing in this subclause will not apply where the alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control or for which the respondent could not reasonably be held responsible.

- 33.4** The hours of duty of employees having other employees under their immediate supervision will be the same as the ordinary hours of the employees under their immediate supervision and any time worked in excess of such ordinary hours will be paid for at overtime rates.
- 33.5** The hours of work for all employees will be continuous except for meal-breaks
- 33.6** Where an employee as a result of his/her own actions works less than 38 hours a week, he/she will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.
- 33.7** The commencing times within the spread of hours as laid down in subclause 33.1 of this clause and the meal period applying at the date of this award will not be altered without the employee's receiving one week's notice of the employer's intention so to do unless by mutual agreement.
- 33.8** **Specific engagement (employees other than physical/community services employees only)**
 - 33.8.1** **Hallkeepers**

The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).
 - 33.8.2** The spread of hours during which a hallkeeper will perform his/her duties will be the subject of mutual arrangement between the respondent and the employee concerned.
 - 33.8.3** By written agreement between a respondent and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.
 - 33.8.4** Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with 33.8.2 and 33.8.3, he/she will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
 - 33.8.5** The provision as to overtime payment appearing in 33.8.4 of this subclause will not apply where the alteration has been made by hallkeepers themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the

employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

33.8.6 Work performed in addition to ordinary hours as provided in 33.8.2, 33.8.3, 33.8.4 and 33.8.5 will be paid for at the appropriate overtime rate prescribed by this award.

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

33.9 Library employees

33.9.1 The ordinary hours of duty of employees employed in a municipal library will be as prescribed in 33.1 or 33.3 of this clause, or will not exceed 35 hours per week to be worked from Monday to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this award.

33.9.2 Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in 33.10 below, may be worked at any time within a spread of nine hours on any day Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.

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

33.10 Library rosters

33.10.1 Where employees are required to work their 35 ordinary hours prescribed in 33.9.1 of this subclause according to a roster, such a roster will be posted by the employer, at least seven days in advance of the commencing date of that roster, in a prominent and convenient place on the employer's premises.

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

33.10.3 The provision as to overtime payment appearing in 33.10.2 of this subclause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.

33.10.4 Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the requirements of clause 12 - Consultation and dispute resolution procedures of this award.

33.11 Inspectorial

33.11.1 The ordinary hours of duty for employees employed as:

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

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

33.11.3 Provided that with the agreement of the employee(s) concerned the employer may extend the spread of ordinary hours to 7.00 p.m. Where the employee(s) unreasonably withhold consent the matter will be dealt with in accordance with clause 12 - Consultation and dispute resolution procedures.

33.12 Employees, other than physical/community services employees engaged in community services

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

33.12.2 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or

33.12.3 According to a roster agreed upon between the employer and/or employees and the employer, provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week periods or 152 in any consecutive four week periods.

- 33.12.4** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- 33.12.5** Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.12.6** The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement, and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonably be held responsible.
- 33.13 Employees, other than physical/community services employees engaged in recreation centres**
- 33.13.1** The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:
- 38 per week to be worked in five days of not more than eight hours per day on any day of the week except a public holiday. The ordinary hours on any day will be worked continuously except for a meal break; or
 - a roster may be agreed upon between employees and/or an employee and the employer such that the ordinary working hours will not exceed 76 such ordinary hours in consecutive two week periods or 152 such ordinary hours in consecutive four week periods.
- 33.13.2** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- 33.13.3** Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.13.4** The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonably be held responsible.

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

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

33.15 Child care workers

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

33.15.1 The method of implementation of the 38 hour week may, for weekly employees, be any one of the following:

- By employees working less than eight ordinary hours each day; or
- By employees working less than eight ordinary hours on one or more days each week; or
- By fixing one week day on which all employees will be off during a particular work cycle; or
- By rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle;
- Provided that the employer and an employee may by agreement accrue stored days off to a maximum of twelve days and such days so accrued will be taken at a time or times mutually agreed upon.

33.15.2 In each centre an assessment should be made by the employer and the employee as to the appropriate method of implementation of a 38 hour week.

33.15.3 In the absence of agreement being reached at the centre of the implementation of 38 hour week, such matter may be referred to a Board of Reference for resolution.

33.15.4 Notice of days off

Except as provided in 33.15.5 hereof, in cases where, by virtue of the arrangement of ordinary working hours, an employee in accordance with 33.15.1 above is entitled to a day off during a work cycle, such employee will where possible be advised by the employer at least four weeks in advance of the week day he/she is to take off.

33.15.5 Substitute days

33.15.5(a) An individual employee may, with the agreement of the employer, substitute the day to be taken off for another day.

33.15.5(b) Where a public holiday coincides with a rostered day off, as prescribed by 33.15.1 of this clause, an employee so affected will have such day substituted

by another day in such cycle or as soon as practicable thereafter.

33.15.5(c) Where the system of working provides for the taking of rostered day off the maximum number of rostered days off will be thirteen in any one calendar year, provided that one of the rostered days will be so arranged to include a period of annual leave.

33.15.5(d) Where a rostered day off coincides with a period of bereavement leave, long service leave, workers compensation, accident pay, sick leave, annual leave, or special leave granted by the employer, no additional or substitute day will be granted so as to effect double counting.

33.15.6 Preparation time

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

33.15.7 Rosters

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

33.15.8 Examination leave

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

33.16 Special engagement (physical/community services employees only)

33.16.1 Definitions

33.16.1(a) Ordinary rate (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by clause 22 - Classification and minimum rates of pay of this award plus 25% for special engagement together with the industry allowance where applicable.

33.16.1(b) Employee in this Part of this clause will mean any of those employees specified in 33.16.1 hereof who are specifically employed under this Part of this clause and not under 33.1, 33.8 or 33.15.

33.16.1(c) Part-time employee in this Part of this clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this Part of this clause for the ordinary rate of his/her classification, and he/she will be entitled to sick leave and annual leave on a pro rata basis in accordance with the hours worked in performance of such duties.

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

33.16.1(e) Deleted

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

33.16.1(g) Deleted

33.17 Ordinary hours of duty

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

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

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

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

day. Rosters may only be altered on three weeks notice by the employer or by agreement between the employer and employee.

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

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

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

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

33.18 Overtime

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

33.19 Public holidays

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

33.19.2 Notwithstanding anything elsewhere contained in this award, employees who pursuant to 33.17.2 or 33.17.3 of 33.17 of this Part of this clause work on public holidays prescribed in clause 42 - Public holidays of this award as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.

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

33.19.4 Provided that, where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent

of the employer, the employee will not be entitled to an additional day as provided in the clause 33.19.3 hereof.

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

33.20 Shift work

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

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

33.20.2 Employees working shift work will work in accordance with the following minimum provisions:

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

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

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

33.20.4 The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified by that roster for that day.

33.20.4(a) Should there be any change made to the rostered hours the employees concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

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

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

33.20.6 An employee employed by a respondent prior to the coming into force of this provision may not be compelled to work shift work provided that such employee will not unreasonably refuse to work shift work. If an employee fails to provide the respondent with an acceptable reason as to why such employee is not prepared to work shift work than the matter may be dealt with by a Board of Reference.

33.21 Physical/community services employees bands 1 to 5

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

33.21.1 For the purpose of this part of this clause:

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

33.21.2 Hours continuous work shifts

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

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

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

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

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

33.21.3 Hours other than continuous work

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

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

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

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

33.21.4 Rosters

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

33.21.5 Variation of agreement

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

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

33.21.6 Afternoon or night shift allowance

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

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

33.21.6(c) An employee who:

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

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

33.21.7 Saturday work

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

33.21.8 Overtime

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

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

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

33.21.9 Reasonable overtime

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

33.21.10 Sundays and public holidays

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

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

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

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

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

33.21.10(e) The rates prescribed herein will be in addition to the shift premium prescribed in 33.21.6 hereof; provided that such rates will not be cumulative beyond twice the ordinary rate of wage.

33.21.11 Where a relieving filtration plant operator on seven days shift work is rostered off duty on a holiday, such employee will be allowed a day off in lieu thereof at a time to be agreed between the parties concerned, or failing agreement will be allowed an additional day of annual leave.

33.22.1 Shift provisions

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

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

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

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

33.22.1(e) In the case of a junior working shift work the rate for calculation of shift allowance will be first year adult Child Care Worker.

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

34.1 Full-time employees

This clause will apply to all employees other than those Senior Executive Officers specified in 34.6 - specific conditions of employment, employees covered by the special engagement and shiftwork, provisions of clause 33 - Ordinary time hours of work, and those employees where it is customary for them to return to their place of employment on any day to perform a specific task which is outside their

ordinary working hours. In this latter situation payment will be at the ordinary rate of pay if the time worked is one hour or less on each occasion.

34.1A Reasonable overtime

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

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

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

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

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

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

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

34.2 Overtime: employees other than physical/community services employees

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

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

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

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

- 34.2.3** All time worked on a Sunday will be overtime and will be paid for at the rate of double time with a minimum payment as for three hours work.
- 34.2.4** All time worked on a public holiday as prescribed by clause 42 - Public holidays, will be overtime and, subject to 42.2 of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:
- 34.2.4(a)** For all work between what would be the normal starting time and the normal finishing time on the next ordinary working day time and a half in addition to the employee's normal salary for the day.
- 34.2.4(b)** For all time worked outside such ordinary working time, either before the normal starting time or after the normal finishing time and up to the normal starting time on the next day double time and a half.
- 34.2.5** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 34.2.6** An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that she/he has not had at least ten consecutive hours off duty between those times will be released after the completion of such overtime until she/he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.2.6(a)** An employee, other than an engineer, who is recalled to work overtime after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 34.7.1 or 34.7.2 hereof, in which case he/she shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.
- 34.2.6(b)** Provided that where an employee is recalled to work in accordance with 34.7.1 and 34.7.2 of this clause, and such work does not exceed three hours then such employee will be released after the completion of such overtime until he/she has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.2.6(c)** If such employee is instructed to resume or to continue work without having had such ten consecutive hours

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

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

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

34.2.9 Employees engaged in community services

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

34.2.10 Overtime will be paid at the following rates

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

34.2.11 Time off in lieu

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

34.2.12 Employees engaged at recreation centres

34.2.12(a) No employee will perform overtime without the approval of the authorised officer or such other

employee nominated by the authorised officer, unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

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

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

34.2.13 Time off in lieu

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

34.3 Overtime – physical/community services employees

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

34.3.1 Except as otherwise provided by 34.7 of this award

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

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

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

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

- 34.3.2** An employee other than a casual or part-time employee required to work overtime on a Saturday, Sunday or public holiday will be afforded at least three hours' work or be paid for three hours at the appropriate overtime rate, except where such overtime is continuous with overtime commenced on the day previous.
- 34.3.3** Where overtime is necessary it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- 34.3.3(a)** An employee (other than a casual or part-time employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after the completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- 34.3.3(b)** If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid at double the ordinary rate until he/she is released from duty for such period, and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.3.3(c)** Where an employee is recalled to work in accordance with 34.3.4 of this clause and such work does not exceed three hours, 34.3.3, 34.3.3(a) and 34.3.3(b) above, will not apply.
- 34.3.4** An employee (other than an employee specified in 15.5.1(b) of this award), called out to work overtime after leaving his/her place of employment on any day Monday to Friday (whether notified before or after leaving such place of employment) will be paid for a minimum of three hours' work calculated at one-and-a-half times the ordinary prescribed rate for each time he/she is so called out. Provided that, where the employee works in excess of two hours, such employee will be paid for a minimum of three hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.
- 34.3.4(a)** An employee called out to work at any time on a Saturday will be paid as for a minimum of three hours' work for each time he/she is so called out. Payment will be made on the following bases:
- 34.3.4(a)(i)** Where the employee actually works for two hours or less, at any time on such day, the payment will be as for a minimum of three hours work calculated at 1.5 times the ordinary rate.

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

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

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

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

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

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

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

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

from the start of such overtime until the employee's normal commencement time.

- 34.3.4(e)** Employees on weekly standby in accordance with 34.7.3(a) of this clause who are called out and receive further call out(s) prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.
- 34.3.4(f)** Time worked in this manner will be regarded as continuous work and be paid as part of the first call out at the appropriate overtime rate.

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

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

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

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

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

34.3.9 Rest periods and meal allowances on overtime

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

34.3.9(b)(i) Subject to employer approval an employee may elect to work continuously without a rest period but such employee shall not lose

any entitlement to the meal allowance(s) specified.

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

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

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

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

34.4 Overtime child care workers

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

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

and at a rate of double time thereafter, such double time to continue until the completion of the overtime work.

34.4.2 Rest period before recommencing work

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

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

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

34.4.3 Overtime on Saturday

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

34.4.4 Transport of employees

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

34.4.5 Reasonable overtime

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

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

- (i) Any risk to employee health and safety;
- (ii) The employee's personal circumstances including any family responsibilities;

- (iii) The needs of the workplace or enterprise;
- (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) Any other relevant matter.

34.4.5(c) Where an employee, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, staff/parent meetings or similar, or where the employee is requested in writing by the employer to attend in-service training outside normal hours, in lieu of receiving overtime payments such employee may take paid time off, subject to the following:

34.4.5(c)(i) In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between employer and employee, provided that accrual of such leave will not extend beyond a 28 day period.

34.4.5(c)(ii) Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

34.4.5(c)(iii) For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

34.5 Casual and permanent part-time employees

34.5.1 Penalty rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread specified by clause 33 - Ordinary time hours of work of this award and for work performed outside this spread.

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

34.5.3 Where a casual or part-time employee (in receipt of payment of the loading in lieu of payment for annual leave, sick leave and public holidays), works outside the normal spread of hours as specified in clause 33 - Ordinary time hours of work, the hourly

rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

34.6 Senior Executive Officers

34.6.1 Specific conditions overtime and meetings

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

34.6.1(b) Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 33 - Ordinary time hours of work of this award, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing his/her annual salary to an hourly rate.

34.6.1(c) By agreement between the Officer and the respondent, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in 34.6.1 hereof. At the respondent's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.

34.6.1(d) Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside his/her ordinary hours of duty as fixed in accordance with clause 33 - Ordinary time hours of work of this award, including such a meeting or meetings commencing during his/her ordinary hours and extending to a time more than one hour later than his/her ordinary hours, will not be entitled to overtime but he/she will be paid a fee for attendance at each such Employer and/or Employer Committee meeting in excess of one per week (Monday to Saturday). Such fee will be as set out below:

- All Senior Executive Officers = \$71.51.

34.6.1(e) For the purpose of 34.6.1(d), all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.

34.6.1(f) Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside his/her ordinary hours of duty will, if he/she finished duty later than midnight, be then released from all further duty on the following

morning and until his/her normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

34.7 On call; availability and stand by duty

34.7.1 On call duty employees other than physical/community services employees

On call duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this award, and means that the designated employee, outside the normal spread of hours, will not proceed where he/she cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

34.7.2 Availability duty employees other than physical/community services employees

34.7.2(a) Availability duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this award, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where he/she cannot be contacted by telephone and where she/he having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

34.7.2(b) Subclauses 34.7.1 and 34.7.2 will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, nor in cases where it is customary for an employee to return to the respondent's premises to perform a specific job outside his/her normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 34.7.1 of this clause when the actual time worked is less than one hour on each such occasion.

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

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

34.7.3 Stand by duty – physical/community services employees

34.7.3(a) Stand by duty applies to designated Physical Community Services Employees covered by Bands 1 to 5 of this award, and provides that where an employee (other than Drainage Pump Attendant, Water Ganger, and Head Water Ganger) is required to stand by at home for seven consecutive days or not less than five days in any pay period for the purposes of his/her employer, he/she will be paid an allowance equivalent to sixteen hours of ordinary pay per week. Provided that stand-by at home will mean that the employee will not go where he/she cannot be contacted by telephone so that he/she can be in a position to take up duty within fifteen minutes.

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

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

34.7.3(c) Provided that where employees are engaged under the special engagement and shift work provisions of clause 33 - Ordinary time hours of work, the method of pro rata payment of the allowance will be as follows:

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

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

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

34.7.3(f) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause 22 - Classification and minimum rates of pay of this award includes a stand-by allowance.

35. REST INTERVAL

35.1 Employees bands 1 to 5 (physical/community services) only

Every employee (other than a part-time or casual employee who is subject to the undermentioned proviso), will be allowed without deduction of pay, a break of twenty minutes per day to be taken during the first part of his/her working day. Provided that by agreement between the employer and employee or employees,

the break may be taken at another time or other times, but in not more than two separate periods.

Provided further that where a part-time or casual employee works before a recognised tea break and continues to work after such break, then that employee shall be entitled to such tea break.

35.2 Child care workers

At a time suitable to the employer, two rest intervals of ten minutes each will be given to all employees during each day, and will be counted as time worked.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

36. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) Employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.1 Definitions

36.1.1 For the purposes of this clause **child** means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

36.1.2 Subject to clause 36.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.

36.1.3 In relation to clause 36.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

36.2 Basic entitlement

36.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

36.2.2 Subject to 36.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

36.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

36.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

36.3 Variation of parental leave

Where an employee takes leave under clause 36.2.1 or 36.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 36.2 or the right to request in clause 36.4.

36.4 Right to request

36.4.1 An employee entitled to parental leave pursuant to the provisions of clause 36.2 may request the employer to allow the employee:

36.4.1(a) To extend the period of simultaneous unpaid parental leave provided for in clauses 36.2.2(a) and 36.2.2(b) up to a maximum of eight weeks;

36.4.1(b) To extend the period of unpaid parental leave provided for in clause 36.2.1 by a further continuous period of leave not exceeding 12 months;

36.4.1(c) To return from a period of parental leave on a part-time basis until the child reaches school age;

To assist the employee in reconciling work and parental responsibilities.

36.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.4.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 36.4.1(b) and 36.4.1(c) must be recorded in writing.

36.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 36.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

36.5 Maternity leave

36.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

36.5.1(a) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

36.5.1(b) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

36.5.2 When the employee gives notice under 36.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

36.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

36.5.4 Subject to clause 36.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

36.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

36.5.6 Special maternity leave

36.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

36.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

36.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical

practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

36.5.7 Where leave is granted under clause 36.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

36.6 Paternity leave

36.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

36.6.1(a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

36.6.1(b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

36.6.1(c) Except in relation to leave taken simultaneously with the child's mother under clauses 36.2.2(a), 36.2.2(b) and 36.4.1(a), a statutory declaration stating:

36.6.1(c)(i) That he will take that period of paternity leave to become the primary care-giver of a child;

36.6.1(c)(ii) Particulars of any period of maternity leave sought or taken by his spouse; and

36.6.1(c)(iii) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

36.6.2 The employee will not be in breach of clause 36.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

36.7 Adoption leave

36.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

36.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

36.7.2(a) The employee is seeking adoption leave to become the primary care-giver of the child;

36.7.2(b) Particulars of any period of adoption leave sought or taken by the employee's spouse; and

36.7.2(c) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

36.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

36.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

36.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

36.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

36.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 36.4.

36.9 Transfer to a safe job

36.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

36.9.2 Deleted

Note: If there is no appropriate safe job available, the employee is entitled to take paid no safe job leave for the risk period in accordance with the NES (s81 of the fair Work Act 2009).

36.10 Returning to work after a period of parental leave

36.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

36.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of

an employee transferred to a safe job pursuant to clause 36.9, the employee will be entitled to return to the position they held immediately before such transfer.

36.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

36.10.4 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

36.10.5 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

36.11 Replacement employees

36.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

36.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36.12 Communication during parental leave

36.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

36.12.1(a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

36.12.1(b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

36.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 36.12.1.

36.13 Annual leave – parental leave part-time employees

36.13.1 An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.

36.13.2 A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

36.14 Sick leave – parental leave part-time employees

36.14.1 An employee working part-time under this clause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

36.14.2 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

37. CARER'S LEAVE

NB This clause applies to all employees covered by this award.

37.1 Amount of paid carer's leave

37.1.1 An employee, other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3, or an employee engaged pursuant to 15.5.2(a) of this award, who is absent from duty on account of personal illness or accident other than for which workers' compensation is payable, will be granted sick leave with pay on the following basis.

37.1.1(a) Employees bands 1 to 5 (physical/community services)

- One days leave for each month of employment in the first year of employment and three days bereavement/compassionate leave for each occasion.

- Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

37.1.1(b) Employees other than physical/community services employees bands 3 to 8 and senior executive officers

- One days leave in the first month of employment and three days bereavement/compassionate leave for each occasion.
- Eleven days leave between the second and twelfth month of employment and three days bereavement/compassionate leave for each occasion. Provided that in the event the employee leaves the service of the respondent prior to having completed twelve months continuous service, the respondent will deduct from any monies due to the employee upon termination an amount equal to any such sick leave that has been paid to the employee in advance of an accrual at the rate of one day per month.
- Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

37.1.1(c) Child care workers

- One days leave for each month of employment in the first year of employment and four days bereavement/compassionate leave for each occasion.
- Fourteen days leave in the second, third and fourth years of employment and four days bereavement/compassionate leave for each occasion.
- 21 days leave in the fifth and subsequent years of employment and four days bereavement/compassionate leave for each occasion.

37.2 Immediate family or household

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

37.2.1 The person being either:

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

37.2.2 The term **immediate family** includes:

- A spouse (including a former spouse, a de facto and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- A child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

37.3 Personal sick leave

NB: The provisions of this part of this clause, are to be read in conjunction with clause 39 - Sick leave.

37.3.1 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury:

37.3.1(a) Employees bands 1 to 8 and senior executive officers

- Up to twelve days sick leave in the first and subsequent years' of employment

37.3.1(b) Child care workers

- Up to twelve days sick leave in the first year of employment;
- Up to fourteen days sick leave in the second, third and fourth years' of employment; and
- Up to 21 days sick leave in the fifth and subsequent years' of employment.

37.3.2 Leave taken by an employee under 37.3.1 is deducted from the amount of personal/carer's leave under 37.3.1.

37.3.3 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- The current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- The current year's aggregated personal/carer's leave entitlement.

37.3.4 Sick leave entitlements which are untaken at the completion of the year will accumulate on the following scale:

- The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:

37.3.4(a) Employees bands 1 to 8 and senior executive officers

- Twelve days in the first and subsequent years of employment.

37.3.4(b) Child care workers

- Twelve days in the first year of employment;
- Fourteen days in the second, third and fourth year of employment; and
- 21 days in the fifth and subsequent years of employment.

37.4 Bereavement/compassionate leave

37.4.1 An employee is entitled to three days bereavement/compassionate leave, (four days for Child Care Workers), paid on each occasion, if a member of the employee's immediate family or household dies or is seriously ill.

37.4.2 Each day or part of a day used under 37.4.1 is deducted from the amount of personal/carer's leave under 37.4.1.

37.4.3 An employee is entitled to use accumulated sick leave as paid bereavement leave/compassionate leave up to three days, (four days for Child Care Workers), on each occasion when a member of the employee's immediate family or household dies or is seriously ill and the employee has already used the current year's personal/carer's leave entitlement under 37.4.1.

37.4.4 An employee is entitled to use unpaid leave up to three days, (four days for Child Care Workers), on each occasion when a member of the employee's immediate family or household dies or is seriously ill if the employee has already used the current year's personal/carer's leave entitlement under 37.4.1 and no accumulated sick leave is available.

37.4.5 Proof of death must be provided to the satisfaction of the employer if so requested.

37.5 Carer's leave

37.5.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in clause 15.2.4.

37.5.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

37.5.3(a) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

37.5.3(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

37.5.4 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

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

Each day or part of a day of carer's leave taken in accordance with 37.5.1 is to be deducted from the amount of personal/carer's leave provided in 37.3.1 of this clause.

37.6 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 37.5.3 and 37.5.5 are met.

37.7 Make-up time

An employee may elect, with the consent of the employer, to work **make up time** where the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours as provided in this award.

37.8 Grievance process

In the event of a dispute arising out of any part of this clause, the dispute will be processed in accordance with clause 12 - Consultation and dispute resolution procedures of this award.

38. LONG SERVICE LEAVE

Employees covered by this award will be entitled to long service leave in accordance with the provisions of the long service leave regulations made in respect of the requirements of the (Victorian) *Local Government Act 1989* or the (Victorian) *Water Act 1989* as appropriate.

39. SICK LEAVE

This clause is to be read in conjunction with clause 37 - Carer's leave

39.1 Employees other than physical/community services employees bands 3 to 8 and senior executive officers

39.1.1 An employee other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3 of this award, who is absent from duty on account of personal illness or accident other than for which workers' compensation is payable will be granted sick leave on the following basis:

39.1.1(a) On commencement of service with the respondent the employee will be granted a sick leave credit of one day of ordinary pay. On the first day of the second month of service the employee will be granted a sick leave credit of eleven days of ordinary pay.

39.1.1(b) On completion of one year's service and each year's service thereafter, further sick leave credits of twelve days on full pay will accrue without limitation.

39.1.1(c) Where an employee is absent due to personal illness or injury he/she will notify the respondent of such absence as soon as is possible, and where practicable within the first part of what would have been his/her normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the respondent during the ordinary hours of the first part of such absence the employee will inform the respondent within 24 hours of the commencement of such absence.

39.1.1(d) Notwithstanding the foregoing provisions of this subclause in the case of a temporary employee, such employee will be granted a sick leave credit of one day at ordinary pay for each month of completed service.

39.1.2 For each period of sick leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the respondent may require a medical certificate to be furnished with respect to any absence.

Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner.

39.1.3 A public holiday observed during any period of sick leave of an employee will not be regarded as part of the sick leave.

39.1.4 Entitlement for sick leave due to an employee at the date of the making of this award will remain unchanged and all entitlement leave due to an employee at that date will be converted to full days.

39.1.5 On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of seven consecutive calendar days (other than injury for which workers' compensation is payable) occurring during an employee's

absence on long service leave, such medical evidence will be provided to the respondent at the earliest reasonable opportunity but no later than fourteen days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier.

39.1.5(a) A respondent will:

- Debit such periods of personal and serious incapacitating illness or injury against the employee's sick leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit, and
- Grant such employee additional long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional long service leave will be taken at a time mutually convenient to the employee and respondent.

Provided that notwithstanding the requirement for a medical certificate, this subclause will not apply unless the employee notifies the respondent of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

39.1.6 Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

39.1.6(a) An employee's service between respondents is continuous (breaks of two months' or less will be deemed not to break continuity).

39.1.6(b) The employee at the time of engagement produces a certificate duly certified by the previous employing respondent certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to him/her.

39.1.6(c) Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to an employee's credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect of any twelve month period.

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

39.2.1 An employee, other than a casual employee or a part-time employee who is in receipt of an allowance in lieu, or an employee

engaged under 15.5.1(a) will be entitled to and will receive sick leave in cases where he/she is unable to perform his/her work by reason of illness or on account of injury by accident for which he/she is not entitled to workers' compensation.

39.2.2 An employee other than a casual employee, or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a), who is absent from work on account of personal illness or on account of injury by accident for which he/she is not entitled to workers' compensation will, on production (within 48 hours of the commencement of such absence) of evidence of his/her illness or injury satisfactory to the employer, be entitled to and will receive leave of absence of one ordinary day for each completed calendar month of service, without loss of pay.

Provided that the employee will notify the employer of such absence within the first part of what would have been his/her normal working day, where practical.

Provided further that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be required upon request to provide a certificate of a duly qualified medical practitioner.

39.2.3 Notwithstanding the provisions of 39.2.2 hereof an employee with twelve months service or more will be entitled to have twelve ordinary days leave (pro rata for Part-time) credited to the employee in respect of the ensuing year, without loss of pay.

39.2.4 Sick leave not taken will accumulate without limit so that any balance of the period specified in 39.2.1 and 39.2.2 of this clause which has in any one year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, will be allowed by that employer in any subsequent year without reduction of the sick leave prescribed in respect of that year.

39.2.5 When an employee has his/her employment terminated, other than for misconduct or absence from work without reasonable excuse, and he/she is subsequently re-employed within a period of twelve months, the number of days of sick leave not taken with which he/she was credited prior to such termination of employment will, after his/her re-employment has continued for one month, again be placed to his/her credit.

39.2.6 Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

39.2.6(a) An employee's service between respondents is continuous (breaks of two months or less will be deemed not to break continuity).

39.2.6(b) The employee at the time of engagement produces a certificate duly certified by the previous employing respondent, certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to the employee.

39.2.6(c) Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to his/her credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect to any twelve month period.

39.3 Child care workers

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

During first year of service	7.6 hours for each month of service
During the second, third, and fourth years of service	106.4 hours in each year
Thereafter	159.6 hours in each year

Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided above on not more than three occasions in any one year of service.

39.3.2 If the full period of sick leave as prescribed in 39.3.1 hereof is not taken in any year, such portion as is not taken will be cumulative from year to year. No employer will terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this clause.

39.3.3 Where the **one day** absences referred to in the proviso in 39.3.1 are not taken for a period of five years, an additional 40 hours' sick leave will be added to the employee's accrued entitlement.

39.3.4 Where an employee is absent due to personal illness or injury he or she, in order to be eligible for the payment of sick leave, will notify the employer, where practicable, of such absence, the nature of the illness and the expected duration of the absence either prior to, or within a reasonable interval of, their normal commencement time.

39.3.5 Provided that if it is not practicable to inform the employer as prescribed payment for sick leave will not be withheld until all reasonable steps have been taken to enable an employee the opportunity to give reason why notification was not given.

39.3.6 All employees are to be afforded an opportunity for such notification and be informed of the procedure to notify of an absence as provided in this subclause.

39.3.7 An employee who contracts, or believe they have contracted, one of the infectious diseases listed below must as soon as possible notify the employer of their contracting the infectious disease.

39.3.7(a) Disease

Chicken Pox (Varicella)
German Measles (Rubella)

Hepatitis
Influenza
Measles (Morbilli)
Mumps
Rheumatic Fever
Scarlet Fever
Whooping Cough

40. JURY SERVICE

- 40.1** An employee required to attend for jury service during his/her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.
- 40.2** An employee will notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service.
- 40.3** Further, the employee will give his/her employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

41. ANNUAL LEAVE AND LEAVE LOADING

This clause applies to all employees except where otherwise specified

41.1 Period of annual leave

- 41.1.1** All employees (except those casual and permanent part-time employees who are in receipt of the loading for casual or permanent part-time employment, as the case may be, in lieu of payment for annual leave sick leave and for public holidays, and those employees engaged under 15.5.1(a)(i) and 15.5.2(a), after completing twelve months' continuous service will be entitled to four weeks (152 hours) annual leave.

Note: An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year, in accordance with the NES (s87(2) of the fair Work Act 2009).

- 41.1.2** Where payment is made by electronic funds transfer, payments in respect of annual leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment will be made.

Provided further that where payment continues to be made in cash or by cheque then payment in respect of annual leave will continue to be made in advance.

41.2 Payment for period of leave

- 41.2.1** Each employee will in respect of that period to be paid their ordinary pay as if they had worked instead of taking leave.
- 41.2.2** Employees who are in receipt of the additional payments and allowances, on a regular basis, prescribed by 23.1.7(a); 23.1.7(b)(i); 23.1.7(b)(ii); 23.1.7(b)(iii); 23.1.8; 23.1.8(a), (where applicable), 33.21.6; and 23.1.7, will have these included in the payment for annual leave. In this case where the employee is not in receipt of the additional payment and/or allowance for a full year, the additional payment and/or allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per 48 week period.

41.3 Annual leave exclusive of public holidays

When a public holiday prescribed by this award falls within the period of an employee's annual leave that employee will be entitled to be absent from duty after the end of that period of leave for the same number of working days as equals the number of public holidays which so fall. By agreement between the employee and the employer such days will be allowed and taken either immediately after the end of the annual leave period or at some later time.

41.4 Calculation of continuous service

For the purpose of this clause the following absences:

- 41.4.1** Absence without leave;
- 41.4.2** Subject to 41.4.3 hereof, leave without pay granted upon the employee's request;
- 41.4.3** Subject to 41.4.4 unpaid sick leave the total period of which in the one year of employment exceeds one month;
- 41.4.4** Unpaid sick leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by an employer, an employee engages otherwise than in the service of that employer and for which activity or employment that the employee receives any wage salary allowance honorarium or other remuneration of any kind;
- 41.4.5** To the extent to which it exceeds 26 weeks in the one year of employment any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to an Act of Parliament relating to workers' compensation;

Will delay by their period the completion of a year of continuous service but will not break the continuity of an employee's service. All other absences will be counted as part of an employee's continuous service.

41.5 Leave to be taken

- 41.5.1** Annual leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than twelve months after the right to the leave accrued.
- 41.5.2** Deleted

41.5.3 Subject to 41.7 of this clause, payment will not be made or taken in lieu of annual leave.

41.6 Annual leave loading

41.6.1 In addition to the payment prescribed in 41.1 hereof an employee will receive during a period of annual leave a loading of 17.5% as calculated on the relevant wage rates and where appropriate the allowances prescribed by 23.1.7(a), 23.1.7(b)(i), 23.1.7(b)(ii), 23.1.7(b)(iii), 23.1.7(c) 23.1.8 and 23.1.8(a) of this award, PROVIDED THAT the loading for employees other than Physical/Community Services Employees and Child Care Workers shall be subject to a maximum payment equivalent to the Statistician's Average Weekly Earnings for the August quarter of the year preceding the year in which the leave falls due.

41.6.2 The annual leave loading prescribed in this subclause may, at the discretion of the employer, be paid in any of the following ways:

- On the anniversary date of the employee;
- On the same date each year as may be determined by the respondent; or
- On the taking of the leave, whether in whole or in part.

41.6.3 Provided that the annual leave loading prescribed herein will apply only to the period of annual leave prescribed by 41.8.1 of this clause and will not apply to any period of leave which by any other provision of this award is accumulated and taken consecutively with a period of annual leave.

41.7 Proportionate leave on termination

An employee who after one month's continuous service with an employer leaves the employment of the employer or whose employment is terminated by the employer for any reason, will be paid an annual leave allowance computed on a pro rata basis to the last completed week of continuous service as defined in 41.4. Such allowance will be calculated pursuant to 41.6 hereof provided that the allowance payable to an employee whose services are terminated for disciplinary reasons will not include the annual leave loading prescribed in 41.6.

41.7.1 The proviso in Clause 41.7 does not apply to employees employed as Physical/Community Services Employees or Child Care Workers.

41.8 Annual close down

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

41.8.1(a) Notwithstanding anything contained in this award where an employer at his/her option decides to close down part or all of his establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of his/her employees then qualified for such leave, he/she will give at least two months' notice to his/her employees of his/her intention to do so.

41.8.1(b) Provided that where an employee has insufficient accrued annual leave he/she will be given the option of:

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

41.8.2 Child Care Workers

41.8.2(a) Where an employer intends to temporarily close (or reduce to nucleus) his/her establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them he/she may give in writing to such employees one month's notice (or in the case of any employee engaged after the giving of such notice, notice on the date of the employee's engagement) that he/she elects to apply the provisions of this subclause; and thereupon

41.8.2(b) any such employee who at the date of closing is entitled to his/her annual leave will be given his/her annual leave as on and from the date of closing and, in addition will be paid one-twelfth of his/her ordinary pay for any period of employment after accrual of his/her right to the annual leave and up to but excluding the date of closing;

41.8.2(c) any such employee who at the date of closing is not entitled to his/her annual leave will have leave without pay as on and from the date of closing and will be paid one twelfth of his/her ordinary pay for the period of his/her employment since the commencement thereof or the accrual of his/her last annual leave (whichever is the later) and up to but excluding the date of closing, together with pay for any holiday during such leave for which he/she is entitled to payment under this Part; and

41.8.2(d) the next twelve monthly qualifying period of employment for every such employee will commence on and from the date of closing.

41.8.2(e) In this subclause **date of closing** in relation to each employee means the first day of his/her annual leave pursuant to this subclause.

41.9 Seven day shift workers (employees bands 1 to 5 (physical/community services) only)

41.9.1 In addition to the leave hereinbefore prescribed seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays will be allowed seven consecutive days leave including non-working days.

41.9.2 Where an employee with twelve months continuous service is engaged for part of the twelve-monthly period as a seven day shift

worker, he/she will be entitled to have the period of leave to which he/she is entitled as prescribed in 41.1 hereof increased by half a day for each month he/she is continuously engaged as aforesaid.

- 41.9.3** Where the operation of 33.21.11, provides for an additional day of annual leave in any month, the provisions of 41.9.2 above will not apply for that month.

41.10 Child care workers only

Annual leave will be given and taken in a continuous period, or in two separate periods but not otherwise.

41.11 Shift workers (Employees other than physical/community services employees bands 3 to 8 only)

In addition to the leave hereinbefore prescribed, shift workers, as described in clauses 33.20 and 33.21 will be entitled to an additional week's annual leave provided by the NES.

42. PUBLIC HOLIDAYS

- 42.1** All employees except those casual and permanent part-time employees who are in receipt of a loading in lieu of payment for annual leave, sick leave and public holidays, and employees engaged under 15.5.1(a) and 15.5.2(a) of this award will be entitled to the following public holidays without deduction of day; viz:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and

42.1.1 The following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day or Labour Day: and

42.1.2 One other day to be specified according to State, Territory of locality on some other basis:

- For employees employed in the metropolitan area: Melbourne Cup Day.
- For employees employed outside of the metropolitan area: Melbourne Cup Day or by agreement a local substituted day.

- 42.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

42.2.1 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

42.2.2 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

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

- 42.3** Where in a State, Territory of locality, public holidays are declared or prescribed on days other than those set out in 42.1 and 42.2 above, those days will constitute additional holidays for the purpose of this award.

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

42.5 Deleted.

42.6 An employee (other than Community Services Officers, Recreation Centre Officers and those employed under the requirements of 15.5.1(a) and 15.5.2(a) , who are required to work on a public holiday as defined in this clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times wither before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day he/she will be paid at 2.5 times his/her ordinary prescribed rate for all time worked: and such payment will be in addition to his/her normal wages for the day.

42.7 If a public holiday as set out in 42.1 and 42.2 of this clause occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday, provided that satisfactory evidence of such sickness is furnished to the employer by or on behalf of such employee. This subclause will not apply during a period of unpaid sick leave.

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

42.9 Community services officers

42.9.1 Subject to the provisions of 42.9.2 and 42.9.3 of this subclause Community Services Officers will be entitled to all public holidays as prescribed in this clause without loss of pay.

42.9.2 An employee who works on a public holiday as part of his/her ordinary working hours [as prescribed in 42.1 of this clause] will be entitled to equivalent time off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs

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

42.9.4 Deleted

42.10 Recreation centre officers

Subject to 42.5 above, employee(s) will be entitled to all public holidays as prescribed in this clause without loss of pay. When employee(s) perform work on a public holiday as part of their ordinary hours for the week, they will be paid a penalty of 150% for each hour so worked. When employee(s) are required to work on a public holiday in excess of their ordinary hours for the week, they will be paid at the rate of double time and a half for all time so worked.

42.11 Child care workers

If an employee engaged in child care works on a public holiday or, a public holiday occurs on the employees rostered day off, the employee will be paid at ordinary time rates for the time worked and in addition will be entitled to receive:

- 42.11.1** One and a half days extra pay, or by agreement between the employer and the employee, equal time off in lieu of the extra one and a half day's pay, to be taken within four weeks of the date of the public holiday; one and half days will be added to the employee's annual leave; or
- 42.11.2** In the case of an employee not qualifying for annual leave, one and a half days pay in lieu of annual leave; and
- 42.11.3** One and half times the ordinary rate of pay for any work done in excess of eight hours on the public holiday.

PART 8 - TRAINING AND RELATED MATTERS AWARD

43. TRAINING

43.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

43.1.1 Accordingly the parties commit themselves to:

- Developing a more highly skilled and flexible workforce;
- Providing employees with career opportunities through appropriate training to acquire additional skills; and
- Removing barriers to the utilisation of skills required.

43.2 Following consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this award, or through the establishment of a training committee, the respondent will develop a training program consistent with:

- The current and future skill needs of the authority;
- The size, structure and nature of the operations of the authority;
- The need to develop vocational skills relevant to the authority and the local government industry
- Industry through courses conducted by accredited educational institutions and providers.

43.3 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- Formulation of a training program and availability of training courses and career opportunities to employees;
- Dissemination of information on the training program and availability of career opportunities to employees;

- The recommendation of individual employees for training;
- Monitoring and advising of management and employees on the ongoing effectiveness of the training.

43.4 Where as a result of consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this award, or through the training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to 43.2 above, should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold paid training leave.

43.5 Where training or education is undertaken outside of working hours an employer, at their discretion, may grant:

- Time off in lieu for attendance at classes associated with the course of study;
- Time off without loss of pay for attendance at study schools;
- Time off without loss of pay for studying prior to examination.

43.6 Any costs associated with standard fees for courses approved by the respondent and prescribed text books (excluding those textbooks which are available in the respondent's library), incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

43.7 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

44. SUPPORTED WAGE SYSTEM

44.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement/award. In the context of this clause, the following definitions will apply:

44.1.1 **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

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

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

44.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

44.2 Eligibility criteria

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

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

44.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

44.3 Supported wage rates

44.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (44.4)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

44.3.2 Provided that the minimum amount payable shall be not less than \$120 per week.

44.3.3 * Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

44.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award/agreement, the productive capacity of the employee

will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- 44.4.1** The employer and a union party to the award/agreement, in consultation with the employee or, if desired by any of these;
- 44.4.2** The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

44.5 Lodgement of assessment instrument

- 44.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with The Fair Work Commission.
- 44.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award/agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

44.6 Review of assessment

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

44.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award/agreement paid on a pro rata basis.

44.8 Workplace adjustment

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

44.9 Trial period

- 44.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 44.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 44.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$120 per week.

44.9.4 Work trials should include induction or training as appropriate to the job being trialled.

44.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 44.4 hereof.

45. TRAINING LEAVE (*DISPUTE RESOLUTION*)

A union delegate/shop steward will be entitled to, and the employer will grant, up to five days leave per annum (non-cumulative), without loss of pay, to attend courses conducted by an accredited training provider and approved by the union or TUTA (Inc.), on the following conditions:

45.1 The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of industrial dispute/dispute resolution procedures;

45.2 Reasonable notice is given to the employer by the union delegate/shop steward or other workplace representative;

45.3 The taking of leave is arranged having regard to the operational requirements of the employer;

45.4 The union delegate/shop steward or other workplace representative taking such leave, will be paid all ordinary time earnings which normally become due and payable during the period of leave;

45.5 Leave of absence granted pursuant to this clause, will count as service for all purposes of this award.

APPENDIX A – CLASSIFICATION DEFINITIONS

NOTE:

- (a)** All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b)** Physical/Community Services Employees are defined by Bands 1 to 5 of Part A of this Appendix.
- (c)** Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of Part A of this Appendix.
- (d)** Child Care Workers are defined by Band 2 to 7 of Part A of this Appendix.
- (e)** Senior Executive Officers are defined by Part B of this Appendix.

PART A - EMPLOYEES - BANDS 1 TO 8

1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

1.1 Accountability and extent of authority

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

1.2 Judgement and decision making

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

1.3 Specialist knowledge and skills

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

- Safe and competent operation of light mechanical plant.
- Safe and competent driving of vehicles up to 4.5 tonne GCM.
- The undertaking of semi-skilled work.
- Assistance to skilled employees.

- Basic horticultural maintenance not requiring any advanced botanical knowledge.
- Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
- Food and Beverage Attendant.
- Kitchen Assistant.

1.4 Inter-personal skills

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

1.5 Qualifications and experience

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

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

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

2. EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

2.1 Accountability and extent of authority

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

2.2 Judgement and decision making

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

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

2.3 Specialist knowledge and skills

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

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

2.4 Inter-personal skills

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

2.5 Qualifications and experience

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

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

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

3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

3.1 Accountability and extent of authority

3.1.1 Physical/Community Services Employees

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

3.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

- 3.1.2(e)** The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

3.2 Judgement and decision making

3.2.1 Physical/Community Services Employees

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

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

3.2.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

3.3 Specialised knowledge and skills

3.3.1 Physical/Community Services Employees

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

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

- Understanding and application of quality control techniques.
- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programmes in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.
- Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).

- Provision of Personal Care to service users who are both physically unable to undertake the tasks themselves nor make the decisions about the care they need.
- Cook.

3.3.2 Employees and Child Care Workers other than Physical/Community Services Employees

3.3.2(a) These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

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

3.4 Management skills

3.4.1 Physical/Community Services Employees

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

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

3.4.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

3.5 Inter-personal skills

3.5.1 Physical/Community Services Employees

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

3.5.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

3.6 Qualifications and experience

3.6.1 Physical/Community Services Employees

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

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

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

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

3.6.2 Employees and Child Care Workers other than Physical/Community Services Employees

3.6.2(a) The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

3.6.2(b)(i) With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or

3.6.2(b)(ii) knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

4. EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

4.1 Accountability and extent of authority

4.1.1 Physical/Community Services Employees

4.1.1(a) They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

4.1.1(b) Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.

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

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

4.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

4.1.2(a) Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.

4.1.2(b) The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.

4.1.2(c) Employees in this Band should have sufficient freedom to plan their work at least a week in advance.

4.1.2(d) The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

4.2 Judgement and decision making

4.2.1 Physical/Community Services Employees

4.2.1(a) In positions in this Band, the objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives.

4.2.1(b) For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

4.2.1(c) Guidance and counsel are always available within the time available to make a choice.

4.2.2 Employees and Child Care Workers other than Physical/Community Services Employees

Employees in this Band require:

4.2.2(a) In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

4.3 Specialist knowledge and skills

4.3.1 Physical/Community Services Employees

4.3.1(a) Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.

4.3.1(b) Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

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

- Highly skilled horticultural work.
- Safe and competent operation of Very Heavy Mechanical Plant.

4.3.2 Employees and Child Care Workers other than Physical/Community Services Employees

Employees in this Band require:

4.3.2(a) An understanding of the relevant technology, procedures and processes used within their operating unit.

4.3.2(b) An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.

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

4.4 Management skills

4.4.1 Physical/Community Services Employees

4.4.1(a) Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.

4.4.1(b) All employees at this level should have sufficient freedom to plan their work at least a week in advance.

4.4.1(c) Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.

4.4.1(d) Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

4.4.2 Employees and Child Care Workers other than Physical/Community Services Employees

4.4.2(a) The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.

4.4.2(b) All positions necessitate skills in managing time and planning and organising one's own work.

4.5 Inter-personal skills

4.5.1 Physical/Community Services Employees

4.5.1(a) Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.

4.5.1(b) Employees in this Band may also be expected to write reports in their field of expertise.

4.5.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

4.5.2(b) Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

4.6 Qualifications and experience

4.6.1 Physical/Community Services Employees

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

4.6.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

5. EMPLOYEE BAND 5

A position at this level has the following characteristics:

5.1 Accountability and extent of authority

5.1.1 Physical/Community Services Employees

- 5.1.1(a) Positions in this Band may supervise resources and/or give support to more senior employees.
In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- 5.1.1(b) Whatever the nature of the position, employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- 5.1.1(c) Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

5.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

- 5.1.2(a) Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.
- 5.1.2(b) In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.
- 5.1.2(c) In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.
In positions where the prime responsibility is to provide direct support and assistance to more senior

employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

5.2 Judgement and decision making

5.2.1 Physical/Community Services Employees

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

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

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

5.2.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

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

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

5.3 Specialist knowledge and skills

5.3.1 Physical/Community Services Employees

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

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

- 5.3.1(c) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d) Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.
- 5.3.2 **Employees and Child Care Workers other than Physical/Community Services Employees**
 - 5.3.2(a) Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
 - 5.3.2(b) Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
 - 5.3.2(c) Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
 - 5.3.2(d) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

5.4 Management skills

5.4.1 Physical/Community Services Employees

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

5.4.2 Employees and Child Care Workers other than Physical/Community Services Employees

- 5.4.2(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 5.4.2(b) Where supervision is part of the job, the position requires an understanding of and ability to implement

personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.5 Interpersonal skills

5.5.1 Physical/Community Services Employees

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

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

5.5.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

5.6 Qualifications and experience

5.6.1 Physical/Community Services Employees

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

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

5.6.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

6. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and extent of authority

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

6.2 Judgement and decision making

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

6.3 Specialist knowledge and skills

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

6.4 Management skills

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

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

6.5 Inter-personal skills

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

6.5.2 All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

6.6 Qualifications and experience

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

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

7. EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

7.1 Accountability and extent of authority

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

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

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

7.1.4 In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The

quality of the work of these positions can have a significant effect on the policies which are developed.

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

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

7.2 Judgement and decision making

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

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

7.3 Specialist knowledge and skills

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

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

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

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

7.4 Management skills

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

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

7.5 Inter-personal skills

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

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

7.6 Qualifications and experience

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

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

8. EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

8.1 Accountability and extent of authority

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

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

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

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

8.2 Judgement and decision making

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified

range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Employer.

8.3 Specialist knowledge and skills

8.3.1 These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.

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

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

8.4 Management skills

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

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

8.5 Inter-personal skills

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

8.6 Qualifications and experience

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

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

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

PART B - SENIOR EXECUTIVE OFFICER

9. SENIOR EXECUTIVE OFFICER

Senior Executive Officers are as defined in 22.6 of this award.

PART C
NURSES (ANMF – VICTORIAN LOCAL GOVERNMENT)
AWARD 2015

Nurses (ANMF—Victorian Local Government) Award 2015

This Fair Work Commission consolidated modern award incorporates all amendments up to and including **20 June 2018** ([PR606457](#),[PR606607](#)).

Clause(s) affected by the most recent variation(s):

14—Minimum weekly wages

17 —Allowances

Table of Contents

Part 1—Application and Operation

1. Title

2. Coverage

3. Commencement

4. Definitions

5. Access to the award and the National Employment Standards

6. The National Employment Standards and this award

7. Award flexibility

Part 2—Consultation and Dispute Resolution

8. Consultation

9. Dispute resolution

Part 3—Employer and Employees’ Duties, Employment Relationship and Related Arrangements

10. Types of employment

11. Redundancy

12. Termination of employment

Part 4—Wages and Related Matters

13. Classifications

14. Minimum weekly wages

15. Payment of wages

16. Higher duties

17. Allowances

18. Superannuation

Part 5—Hours of Work, Breaks, Overtime, Shift Work, Weekend Work

19. Ordinary hours of work

20. Rest breaks between rostered work

21. Accumulation and taking of accrued days off (ADOs)

22. Rostering

23. Saturday and Sunday work

24. Overtime

25. Summer time

Part 6—Leave of absence and public holidays

26. Annual leave

27. Personal/carer's leave and compassionate leave

28. Public holidays

29. Ceremonial leave

Part 7—Accident pay

30. Accident pay

Part 1—Application and Operation

1. Title

2. Coverage

3. Commencement

4. Definitions

5. Access to the award and the National Employment Standards

6. The National Employment Standards and this award

7. Award flexibility

1. Title

This award is the *Nurses (ANMF –Victorian Local Government) Award 2015*.

2. Coverage

This award is binding upon all employers established as a “Council” under the *Local Government Act 1989 (Vic)*, in respect of all employees in the classifications listed in clause 13. However, this award does not apply to any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

3. Commencement

3.1 This award commences on 20 July 2015.

3.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

4. Definitions

[Varied by PR571150]

4.1 In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009*

AHPRA means the Australian Health Practitioner Regulation Agency

basic training means training for registration as a Registered nurse

Commission means the Fair Work Commission

experience means full-time service and experience following registration in a grade or sub-grade at least equal to that in

which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a Registered Nurse (Division 1) by the NMBA. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:

- an employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further 12 months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed; and
- where an employee has not been regularly employed as a registered nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account

Immunisation nurse means a Registered Nurse (Division 1) on the Register of Practitioners of AHPRA who is engaged in or in connection with any immunisation work requiring an immunisation qualification

Maternal and Child Health Nurse Coordinator means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is responsible for managing and/or coordinating Maternal and Child Health Services, and may include coordinating an Immunisation Service within the council/shire

[Definition of **Maternal and child health nurse** substituted by [PR571150](#) ppc 20Jul15]

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

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

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

NMBA means the Nursing and Midwifery Board of Australia

standard rate means the rate defined in clause 14—Minimum weekly wages

uniform means such apparel as may be required by the employer

Victorian Referral means the *Fair Work (Commonwealth Powers) Act 2009* (Vic) and any legislation that amends, repeals or replaces that legislation

4.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award. Clause 6 does not apply to any minimum conditions in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can

only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1;and

(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing,name the parties to the agreement and be signed by the employer and the individual employee and,if the employee is under 18 years of age,the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment;and

(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures,including translation into an appropriate language,to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving 13 weeks'notice of termination,in writing,to the other party and the agreement ceasing to operate at the end of the notice period;or

(b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

9. Dispute resolution

8. Consultation

8.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a) 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.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).

(iii) For the purposes of such discussion, the employer 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

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

(b) The employer must:

(i) 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);

(ii) 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

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

8.3 Clause 8 does not apply to consultations about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

9. Dispute resolution

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.7 Clause 9 does not apply to disputes about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

Part 3—Employer and Employees’ Duties, Employment

10. Types of employment

11. Redundancy

12. Termination of employment

Relationship and Related Arrangements

10. Types of employment

10.1 Employment categories

Employees under this award will be employed in one of the following categories:

- (a)** full-time;
- (b)** part-time; or
- (c)** casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 19.1 of this award.

10.3 Part-time employment

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

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

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

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

10.4 Casual employment

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

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

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

(d) A casual employee will be paid shift allowances calculated on the minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

11. Redundancy

11.1 Redundancy pay is provided for in the NES.

11.2 Transfer to lower paid duties

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

11.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

11.4 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will

not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 12.3.

11.5 Clause 11 does not apply in relation to redundancies in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

12. Termination of employment

12.1 Notice of termination is provided for in the NES.

12.2 Notice of termination by an employee

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

12.3 Job search entitlement

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

Part 4—Wages and Related Matters

13. Classifications

14. Minimum weekly wages

15. Payment of wages

16. Higher duties

17. Allowances

18. Superannuation

13. Classifications

A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 14:

(a) Maternal and child health nurse;

(b) Immunisation nurse.

(c) Maternal and Child Health Nurse Coordinator.

13.2 Where a Nurse is appointed with both maternal and child health and immunisation qualifications and is required to take charge of immunisation sessions and other duties such as relieving maternal and child health nurse, the nurse shall be classified as a Maternal child and health nurse and paid at the relevant year of experience.

13.3 Where a nurse is appointed to undertake immunisation duties, the nurse shall be classified as an Immunisation nurse and paid at the relevant year of experience.

13.4 Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of immunisation sessions, the nurse shall be classified as a Maternal and child health nurse coordinator and paid at the relevant rate of pay contained in this Award.

14. Minimum weekly wages

[Varied by PR579949,PR592234,PR606457]

14.1 Minimum wages

[14.1 varied by PR579949,PR592234,PR606457 ppc 01Jul18]

Classification	\$ per week
Maternal and child health nurse	
1st year of experience	1,293.30
2nd year of experience	1,320.00
Immunisation nurse	
1st year of experience	1,195.50
2nd year of experience	1,215.60
Maternal and Child Health Nurse Coordinator	1,415.20
<u>standard rate</u> (for allowance purposes only)	953.00

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

15. Payment of wages

15.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

15.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

15.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

16. Higher duties

An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

17. Allowances

[Varied by [PR571150](#), [PR579587](#), [PR592385](#), [PR606607](#)]

17.1 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group

17.2 On call allowance

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

(i) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;

(ii) between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or

(iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.

(b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

17.3 Travelling, transport and fares

(a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.

(b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

(c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.3(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

17.4 Clothing and equipment

(a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.

(b) Instead of the provision of such uniforms, the employer may pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.

(c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

17.5 Meal allowances

[17.5(a) varied by [PR579587](#), [PR592385](#), [PR606607](#) ppc 01Jul18]

(a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.88 in addition to any overtime payment as follows:

(i) when required to work overtime beyond one hour after the usual finishing hour of work, or in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[17.5(a)(ii) varied by [PR579587](#), [PR592385](#), [PR606607](#) ppc 01Jul18]

(ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.61 will be paid.

(b) Clause [17.5\(a\)](#) will not apply when an employee could reasonably return home for a meal within the meal break.

(c) On request the meal allowance will be paid on the same day as overtime is worked.

17.6 Higher qualifications allowance

(a) In addition to the weekly salaries (pro rata for part-time, casual and relieving employees) a Registered Nurse (Division 1) who holds a Hospital Certificate/Graduate Certificate, or a Post Graduate Diploma or Degree, or a Masters or Doctorate degree shall be paid the following qualification allowance:

Hospital Certificate or Graduate Certificate	4% of the <u>standard rate</u>
Post Graduate Diploma or	6.5% of the <u>standard rate</u>
Masters or Doctorate	7.5% of the <u>standard rate</u>

(b) A nurse may only claim payment for one allowance, being the highest qualification held.

(c) The above allowance shall be paid during all periods of leave.

17.7 Shift allowance

[17.7(a) varied by PR571150 ppc 20Jul15]

(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.

[17.7(b) varied by PR571150 ppc 20Jul15]

(b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.

(c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(d) For the purposes of this clause:

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

(ii) Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

[17.7(e) varied by PR571150 ppc 20Jul15]

(e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 28—Public holidays applies.

18. Superannuation

18.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

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

18.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.

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

(c) The employer must pay the amount authorised under subclauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for

in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) to one of the following superannuation funds or its successor:

(a) First State Super;

(b) Health Employees Superannuation Trust of Australia (HESTA);

(c) any superannuation fund to which the employer 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

(d) a superannuation fund or scheme which the employee is a defined benefit member of.

18.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b):

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

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

(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 the employer.

Part 5—Hours of Work, Breaks, Overtime, Shift Work,

19. Ordinary hours of work

20. Rest breaks between rostered work

21. Accumulation and taking of accrued days off (ADOs)

22. Rostering

23. Saturday and Sunday work

24. Overtime

25. Summer time

Weekend Work

19. Ordinary hours of work

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

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

19.3 An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.

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

19.5 The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

20. Rest breaks between rostered work

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

21. Accumulation and taking of accrued days off (ADOs)

21.1 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 19—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.

21.2 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.

21.3 An employee will be paid for any accumulated ADOs, at minimum rates, on the termination of their employment for any reason.

22. Rostering

22.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.

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

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

22.4 Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

23. Saturday and Sunday work

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

23.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their minimum rate of pay for the hours worked during this period.

24. Overtime

24.1 Overtime penalty rates

(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 19—Ordinary hours of work, are to be paid as follows:

(i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;

(ii) Sunday—double time; and

(iii) Public holidays—double time and a half.

(b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 23—Saturday and Sunday work and clause 17.7—Shift allowance.

(c) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 24.1.

24.2 Time off instead of payment for overtime

(a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.

(b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

24.3 Rest period after overtime

(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.

(b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

24.4 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

24.5 Recall to work when on call

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours' work at the appropriate overtime rate.

24.6 Recall to work when not on call

(a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.

(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

(c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.

(d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

25. Summer time

25.1 Notwithstanding anything contained elsewhere in this award, whereby reason of legislation Summer time is prescribed as being in advance of the standard time, the length of any shift:

(a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a Summer time period; and

(b) commencing on or before the time prescribed pursuant to such legislation for the termination of a Summer time period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

25.2 In this clause **standard time** and **Summer time** shall bear the same meaning as are prescribed by legislation and **legislation** shall mean the *Summer Time Act 1972*, as amended or substituted.

Part 6—Leave of absence and public holidays

26. Annual leave

27. Personal/carer's leave and compassionate leave

28. Public holidays

29. Ceremonial leave

26. Annual leave

[Varied by PR571150]

Annual leave is provided for in the NES. This clause contains additional provisions.

26.1 Quantum of annual leave

(a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.

(b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:

(i) is regularly rostered over seven days of the week; and

(ii) regularly works on weekends.

(c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 26.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 26.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

26.2 Quantum of annual leave

(a) Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.

(b) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.

26.3 Payment for annual leave

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

26.4 Annual leave loading

[26.4(a) varied by PR571150 ppc 20Jul15]

(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay on a maximum of 152 hours/four weeks annual leave per annum.

[26.4(b) varied by PR571150 ppc 20Jul15]

(b) Shiftworkers, in addition to their ordinary rate of pay, will be paid the higher of:

(i) an annual leave loading of 17.5% of ordinary pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

26.5 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

26.6 Christmas closedown

In addition to the annual leave prescribed by this award, where a maternal and child health care centre is not open on the days during the period between Christmas Day and New Year's Day an employee is entitled to be absent from the centre on such days without deduction of pay.

27. Personal/carer's leave and compassionate leave

27.1 Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions.

27.2 Amounts of paid personal/carer's leave

An employee is entitled to the following amount of paid personal/carer's leave:

(a) up to 121 hours and 36 minutes annually in the first year of service (inclusive of the employee's NES entitlement);

(b) up to 136 hours and 48 minutes in each year in the second, third and fourth years of service (inclusive of the employee's NES entitlement);

(c) up to 190 hours in the fifth and following years of service (inclusive of the employee's NES entitlement).

27.3 Compassionate leave entitlement

(a) An employee is entitled to four days' of paid compassionate leave per occasion.

(b) Each day or part of a day used under this sub-clause is deducted from the amount of personal/carer's leave after the first two days of absence.

28. Public holidays

[Varied by [PR571150](#)]

28.1 Public holidays are provided for in the NES. This clause contains additional provisions.

28.2 Payment for work done on public holidays

[28.2(a) varied by [PR571150](#) ppc 20Jul15]

(a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.

[28.2(b) varied by [PR571150](#) ppc 20Jul15]

(b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause [28.2\(a\)](#).

28.3 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

28.4 Public holidays occurring on rostered days off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

28.5 Accrued days off on public holidays

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

28.6 Additional leave days by mutual agreement

[28.6(a) varied by PR571150 ppc 20Jul15]

(a) In lieu of being paid double time under clause 28.2(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.

[28.6(b) varied by PR571150 ppc 20Jul15]

(b) Payment for any days taken as leave, accrued in accordance with clause 28.5 shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.

(c) The taking of any additional days accrued as leave in accordance with clause 28.5 shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.

(d) Any untaken additional days accrued as leave in accordance with clause 28.5 shall be paid out to the employee upon termination of employment.

(e) Provided that any additional days accrued as leave in accordance with clause 28.5 shall not be considered annual or personal/carer's leave for any purpose.

29. Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the employer.

Part 7—Accident pay

30. Accident pay

30. Accident pay

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

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

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

30.3 An employer will pay or cause to be paid accident pay as defined in clause 30.2, during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

30.4 The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.

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

30.6 Notwithstanding the provisions of this clause:

(a) the liability to pay accident pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 39 weeks whichever is the lesser period.

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

SCHEDULE 1

PARTIES BOUND

SIGNATORIES TO THE AGREEMENT

The parties of this Agreement indicate their acceptance of the Agreement including the contents of any Appendices.

Chief Executive Officer: Date:

Witness: Date:

National Secretary (or Nominee)
Australian Services Union Date:

Witness: Date:

Branch Secretary (or Nominee)
Professionals Australia,
Australia: Date:

Witness: Date:

Branch Secretary (or Nominee)
Australian Nursing & Midwifery Federation: Date:

Witness: Date:

ADDRESSES

PARTIES BOUND

Below are the addresses of the signatories to the agreement:

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