

**NILLUMBIK SHIRE
COUNCIL
MATERNAL AND CHILD
HEALTH NURSE
ENTERPRISE
AGREEMENT 3
2022 -2024**

**NILLUMBIK SHIRE COUNCIL MATERNAL AND CHILD HEALTH NURSE
ENTERPRISE AGREEMENT – 2022 - 2024**

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PART 1 APPLICATION AND OPERATION

1. Title

This Agreement shall be known as the Nillumbik Shire Council Maternal and Child Health Nurses Agreement 3 (**Agreement**).

2. Date and period of operation

- 2.1 This Agreement shall come into force seven days after being approved by the Fair Work Commission and shall have a nominal expiry date of 30 June 2024.
- 2.2 The parties shall commence negotiations for a replacement agreement no later than 3 months prior to the nominal expiry date of this Agreement.

3. Definitions and interpretation

3.1 In this Agreement, except where the context requires otherwise:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **AHPRA** means the Australian Health Practitioner Regulation Agency.
- (c) **Council** means Nillumbik Shire Council.
- (d) **Employee** means a Maternal and Child Health Nurse or Maternal and Child Health Nurse Coordinator employed by the Employer.
- (e) **Employer** means Nillumbik Shire Council.
- (f) **FFPP** means first full pay period.
- (g) **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 Council, and has attained the following additional qualification (Victorian):
 - A post graduate degree/diploma, or equivalent, in Maternal and Child Health Nursing
- (h) **Maternal and Child Health Nurse Co-ordinator** means a Registered Nurse with qualifications as defined for a Maternal and Child Health Nurse, and who is responsible for managing and/or co-ordinating a Maternal and Child Health service conducted by the Employer.
- (i) **Maternal and Child Health Nurse Enhanced (EMCHN)** means a Registered Nurse with qualifications as defined for a Maternal and Child Health Nurse, and who is focused on achieving improved outcomes for infants, children, mothers and their families who are experiencing a period of increased need, and who could benefit from targeted actions and interventions. An EMCHN responds assertively to the needs of children, mothers and families at risk of poor outcomes.
- (j) **NES** means the National Employment Standards as contained in the Act.

- (k) **NMBA** means the Nursing and Midwifery Board of Australia.
- (l) **Ordinary Hourly Rate** means 1/38th of an Employee's applicable Ordinary Weekly Rate as set out under Schedule 1.
- (m) **Ordinary Weekly Rate** means an Employee's minimum weekly pay for their classification as set out at Schedule 1.
- (n) **Satisfactory Evidence** is evidence to support the taking of leave that would satisfy a reasonable person that the leave is being taken in accordance with the reasons permissible. Examples of evidence may include but are not limited to medical certificates, police/court reports, statutory declarations, death notice, etc.
- (o) **Union** means the Australian Nursing and Midwifery Federation.

- 3.2 Where an Act of Parliament or Regulation referred to in this Agreement is or has been replaced by another Act of Parliament or Regulation, the reference to such an Act or Regulation shall be taken to refer to the successor Act or Regulation.
- 3.3 Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the Act apply.
- 3.4 The Schedules attached to this Agreement form part of the Agreement.

4. Parties covered

- 4.1 This Agreement covers the following parties:
 - 4.1.1 the Employer;
 - 4.1.2 all Employees of the Employer employed in classifications set out in this Agreement; and
 - 4.1.3 the Union.

5. No extra claims

- 5.1 The parties undertake for the life of this Agreement that there shall be no further wage increases sought or granted, except for:
 - 5.1.1 those granted under the terms of this Agreement; or
 - 5.1.2 any increases permissible under other industrial instruments that do not contradict the terms of this Agreement.
- 5.2 The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.

6. Relationship to awards, other agreements and the NES

- 6.1 This Agreement shall replace the Nillumbik Shire Council Maternal and Child Health Nurse Enterprise Agreement 2019 – 2022 (AE506097) in respect of the Employees and the Employer.
- 6.2 The NES will be read in conjunction with this Agreement. Where there are matters in the NES which are not specifically included in this Agreement, then they shall apply to all Employees covered by this Agreement. Where the NES provide entitlements to Employees which are more beneficial than those provided for in this Agreement, then

the provisions of the NES shall apply to the extent of any inconsistency. No aspect of the NES will be reduced by this Agreement.

7. Flexibility

7.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

7.1.1 the Agreement deals with one or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) leave loading; and

7.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 7.1.1; and

7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

7.2.1 are about permitted matters under section 172 of the Act ;

7.2.2 are not unlawful terms under section 194 of the Act; and

7.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

7.3.1 is in writing; and

7.3.2 includes the name of the Employer and Employee; and

7.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

7.3.4 includes details of:

- (a) the terms of the Agreement that will be varied by the arrangement; and
- (b) how the arrangement will vary the effect of the terms; and
- (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

7.3.5 states the day on which the arrangement commences.

7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

- 7.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
- 7.5.2 if the Employer and Employee agree in writing - at any time.

PART 2 CONSULTATION AND DISPUTE RESOLUTION

8. Consultation

8.1 Consultation regarding major workplace change

8.1.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

8.1.2 For a major change referred to in paragraph (8.1.1(a):

- (a) the employer must notify the relevant employees and the Union of the decision to introduce the major change; and
- (a) (b) subclauses (8.1.3) to (8.1.9) apply.

(8.1.3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(8.1.4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(8.1.5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees and the Union:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees and the Union:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

(8.1.6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (8.1.7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8.1.8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (8.1.2)(a) and subclauses (8.1.3) and (8.1.5) are taken not to apply.
- (8.1.9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (8.1.10) For a change referred to in paragraph (8.1.1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (8.1.11) to (8.1.15) apply.
- (8.1.11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (8.1.12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (8.1.13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (8.1.14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (8.1.15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (8.1.16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (8.1.1).

8.3 Consultative Committee

The Maternal Child Health Team will be able to nominate an Employee Representative to participate on the Nillumbik Shire Council Consultative Committee.

9. Dispute resolution

9.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;
this term sets out procedures to settle the dispute.

9.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

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

9.5 The Fair Work Commission may deal with the dispute in two stages:

- (c) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (d) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

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

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

PART 3 TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. Types of employment

10.1 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 22.1 of this Agreement.

- 10.1.1 Full time Employees will have their standard hours and days outlined in their contract of employment.

10.2 Part-time employment

- 10.2.1 A part-time Employee is one who is engaged to work on a regular basis any number of hours less than 38 per week (or less than an average of 38 hours per week).

- 10.2.2 Part time Employees will have their standard hours and days outlined in their contract of employment.

- 10.2.3 The number of hours worked by a part-time Employee may vary from week to week by mutual agreement but will be no less than the agreed number of standard hours

- 10.2.4 Part time employees who are rostered to work less than 4 hours will be paid for 4 hours' minimum engagement for clinical work (where there is training or team meetings, there will be a minimum engagement for 2 hours or the duration of the meeting/training, whichever the greater).

- 10.2.5 A part-time Employee will be paid for each hour worked an amount equal to 1/38th of the Ordinary Weekly Rate appropriate to the Employee's classification. Special rates for weekend work pursuant to clause 26 will also apply to part-time Employees.

- 10.2.6 A part-time Employee will accrue leave entitlements on a pro-rata basis.

10.3 Casual employment

- 10.3.1 A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of notice by either party, but does not include an Employee who could properly be classified as a full-time or part-time Employee under clause 10.1 or 10.2.

- 10.3.2 A casual Employee will be paid for each hour worked an amount equal to 1/38th of the Ordinary Weekly Rate appropriate to the class of work performed, plus 25%.

- 10.3.3 Subject to the other provisions of this Agreement, a casual Employee is entitled to be paid all allowances under this Agreement

- 10.3.4 A casual Employee will be paid a minimum of two hours pay for each engagement.

- 10.3.5 The following clauses do not apply to casual Employees:

- (a) clause 11 - notice of termination and job search entitlement;
- (b) clause 13 – redundancy;
- (c) clause 29 - annual leave;
- (d) clause 32 – personal/carer’s leave and compassionate leave (other than unpaid compassionate leave);
- (e) clause 33.6 – paid parental leave;
- (f) clause 35 - jury leave;
- (g) clause 37 – blood donor’s leave;
- (h) clause 39 - continuing professional development leave;
- (i) clause 40 – examination leave;
- (j) clause 42 - long service leave.

10.4 Fixed term employment

10.4.1 An Employee may be engaged on a fixed-term basis for a specific period of time or for a specific task or tasks. An Employee may be engaged on a fixed-term basis to:

- (a) replace Employees on approved leave;
- (b) meet fluctuating business and staffing needs or unexpected increased workloads;
- (c) undertake a specific but finite task or project;
- (d) fill a vacancy during recruitment processes; or
- (e) other fixed-term arrangements.

10.4.2 Fixed term Employees may have their employment terminated under clause 11 or 13 prior to the expiry date of their engagement.

10.5 Casual Conversion

10.5.1 Right to request casual conversion

A person engaged by the Employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

A regular casual employee is a casual employee who has, over a calendar period of at least 6 months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.

A regular casual employee who has worked an average of 38 or more hours a week in the period of 6 months’ casual employment may request to have their employment converted to full-time employment.

A regular casual employee who has worked at the rate of an average of less than 38 hours a week in the period of 6 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

Any request under this clause must be in writing and provided to the employer.

10.5.2 Right to refuse casual conversion

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

Reasonable grounds for refusal include that:

- it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual as defined in clause 10.5.1;
- it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

Where the employer refuses a regular casual employee's request to convert, the Employer must provide the casual employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9.

10.5.3 Implementation of casual conversion

Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing the details of the conversion.

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

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

Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert. Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

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

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice or payment in lieu of notice is as follows:

Period of continuous service	Period of notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

If the Employee is over 45 years of age and has completed two years of continuous service, the Employee is entitled to an additional week of notice.

11.3 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of no more than the value of one week’s wage for the period of notice required by this clause less any period of notice actually given by the Employee.

11.4 Job search entitlement

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

12. Transfer of business

12.1 In this clause **transfer of business** and **transfer of employment** have the same meaning as under the *Fair Work Act 2009 (Act)*.

12.2 Where there is a ‘transfer of business’ of all or part of Council’s operations within the meaning of the Act, an Employee will not be entitled to redundancy entitlements in relation to the termination of their employment with Council under clause 13 of this agreement if the Employee:

12.2.1 Accepts an offer of employment with another employer (the **second employer**) that recognises the Employee’s service for the purposes of redundancy pay; or

12.2.2 Rejects an offer of employment made by the second employer that:

- (a) Is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the Employee’s terms and conditions of employment with Council immediately before the termination; and

- (b) Recognises the Employee's service with Council; and
- (c) Had the Employee accepted the offer, there would have been a 'transfer of employment' within the meaning of the Act in relation to the Employee.

12.3 The period of employment, which the Employee has had with the Council, is deemed to be the length of service of the Employee.

13. Redundancy

An Employee is entitled to redundancy pay by the Employer if the Employee's employment is terminated because the Employer no longer requires the job done by the Employee to be done by anyone.

Redundancy is considered to be a change that has significant effects in accordance with clause 8.1.1(b) and will be subject to the consultation provisions in clause 8 of this Agreement.

13.1 Redundancy pay is subject to clause 12 *Transfer of business* and clause 13.2 *Employee's exempted from redundancy provisions*. An Employee whose employment is terminated on the grounds of redundancy shall be entitled to the following benefits:

13.1.1 Redundancy pay calculated on the basis of years of service with Council as follows:

Completed years of service	Redundancy pay
Less than 1 year	0 weeks
More than 1 year but less than two years	4 weeks
More than 2 years but less than three years	6 weeks
More than 3 years but less than four years	7 weeks
Upon completion of 4 years of service	Two (2) weeks for each completed year of service to a maximum of forty-eight (48) weeks.

13.1.2 Lump sum payment of \$7,500 (pro rata for part time Employees).

13.1.3 Council will provide outplacement services by a provider of Council's choice to a value of \$5,000.

Employee's whose positions are declared redundant, will have the option to take up outplacement services as above or waive the outplacement services in lieu of a lump sum payment of \$2,500 and up to \$2,500 in outplacement services.

13.2 Employees exempted from redundancy provisions

The following Employees are exempted from redundancy provisions:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

- (b) Probationary Employees (i.e. employees within the minimum employment period as defined by the Act);
- (c) Apprentices;
- (d) Trainee's;
- (e) Employee's engaged for a specific period of time or for a specific task or tasks or for the duration of a specified season (i.e. Fixed Term Employees);
- (f) Casual Employees; or
- (g) Any other Employee excluded from the entitlement to redundancy pay under the Fair Work Act.

13.3 Redeployment/retraining

- 13.3.1 When a position is declared redundant Council will make efforts to offer redeployment opportunities to affected Employees to other vacant positions.
- 13.3.2 Redeployment opportunities at the same classification level will be sought for affected Employees provided that the Employee has the skills and ability to perform the duties of the position.
- 13.3.3 If there are no redeployment opportunities at the same classification level then other positions at a lower classification level may be offered to the Employee/s. Such an offer will be made to Employees that have the necessary skills to meet the requirements of the position.
- 13.3.4 An Employee may be redeployed to a position where he/she may not possess all the necessary skills but may fulfil the requirements of the position with further training either on or off the job. Such training will be provided and all costs met by Council. Tertiary education training requirements will not be a form of training that is envisaged to be provided or such costs met by Council.
- 13.3.5 An Employee who has refused two reasonable redeployment/ retraining offers will be compulsorily made redundant. Any dispute as to what constitutes reasonable redeployment is to be resolved through the dispute settling procedure outlined in this Agreement.

13.4 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 Employee's former Ordinary Weekly Rate and the new Ordinary Weekly Rate for a period of 13 weeks.

13.5 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.

13.6 Job search entitlement

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.

- 13.6.1 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.
- 13.6.2 This entitlement applies instead of clause 11.4.

PART 4 MINIMUM WAGES AND RELATED MATTERS

14. Salaries

- 14.1 Weekly salaries for each classification will be in accordance with the Ordinary Weekly Rates set out in SCHEDULE 1: SALARIES AND ALLOWANCES.

15. Allowances

- 15.1 Unless otherwise provided by this clause, allowances will be paid in accordance with SCHEDULE 1: SALARIES AND ALLOWANCES.

15.2 Meal Allowance

- 15.2.1 In addition to any overtime payment, an Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid as follows:
- (a) when required to work overtime beyond one hour after the usual finishing hour of work, a meal allowance in accordance with SCHEDULE 1: SALARIES AND ALLOWANCES; and
 - (b) where such overtime work exceeds four hours, a Further Meal Allowance in accordance with SCHEDULE 1: SALARIES AND ALLOWANCES.

- 15.2.2 Clause 15.2.1 will not apply when an Employee could reasonably return home for a meal within the meal break.

- 15.2.3 On request the meal allowance and any Further Meal Allowance will be paid on the same day as overtime is worked.

15.3 Childcare allowance

- 15.3.1 Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where there is less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred.

- 15.3.2 Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

15.4 Vehicle Allowance

An Employee required and authorised to use his or her own motor vehicle in the course of their duties will be paid the allowance per kilometre as set out at SCHEDULE 1: SALARIES AND ALLOWANCES.

15.5 Evening session allowance

15.5.1 When an Employee conducts an evening session for a new parent group scheduled after 6:00pm, the Employee shall be paid the Evening Session Allowance as set out in SCHEDULE 1: SALARIES AND ALLOWANCES for each occasion.

15.6 Higher qualifications allowance

15.6.1 For the purposes of this clause:

Diploma or Degree means diplomas and degrees in nursing, education, or health administration held by an Employee as a result of undertaking a course of study at a Registered Training Organisation, VET provider, College of Advanced Education or University;

15.6.2 An Employee who holds a Post Graduate Diploma or Degree, or a Masters or Doctorate degree shall be paid a qualification allowance in addition to their Ordinary Weekly Rate as set out in SCHEDULE 1: SALARIES AND ALLOWANCES.

15.6.3 An Employee may only claim payment for one higher qualifications allowance, being for the highest qualification held.

15.6.4 The above allowance shall be paid during all periods of paid leave.

15.6.5 A Certificate, Diploma or Degree which forms part of basic training as a Nurse or a Midwife shall not be covered by this subclause.

16. Increase in salaries and allowances

16.1 The salaries and allowances payable in accordance with SCHEDULE 1: SALARIES AND ALLOWANCES shall increase to the new year's pay level with effect from the first full pay period commencing on or after 1 July each year, until the nominal expiry date of this Agreement.

16.2 Allowances for the life of this agreement will increase by 2.8%. The percentage represents the average of the weighted average of capital cities CPI, March quarter to March quarter over the last three years.

16.3 Progression

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

16.3.2 From the first full pay period following 1 July 2022, a year 3 classification will be introduced, which is at least 2.5% above year 2. Employees who have been classified as year 2 for no less than one year have the ability to progress from year 2 to year 3 subject to clause 16.3.1

16.3.3 From the first full pay period following 1 July 2023, a year 4 classification will be introduced, which is at least 2.5% above year 3. Employees who have been classified as year 3 for no less than one year have the ability to progress from year 3 to year 4 subject to clause 16.3.1

16.3.4 An Enhanced MCH Nurse will be paid no less than 5% above the highest MCH Nurse year classification rate.

16.3.5 The Coordinator will be paid no less than 10% above the highest MCH Nurse year classification rate.

Schedule 1 of this agreement provides the pay tables relevant to the above.

16.4 Prior experience as an MCH Nurse (including previous employment as a MCH Nurse within the industry) will be included in relation to classification progression (and/or

classification increment at commencement of employment) as applicable.

17. Higher duties

- 17.1 An Employee, who is required to relieve another Employee in a higher classification or position within Council other than the one in which they are ordinarily employed will be paid as per the Scheduled rate or 90% of the total annualised package for the higher classification, whichever is higher, provided the relieving is for three days or more.

18. Payment of salaries

- 18.1 All salaries will be paid fortnightly by means of electronic funds transfer.
- 18.2 Where an Employee is absent from work other than on paid leave, the Employee will be paid only for the hours worked.

19. Salary packaging

- 19.1 The Employer will continue to offer salary packaging arrangements and all Employees covered by the Agreement will have access to salary packaging arrangements in accordance with this clause.
- 19.2 Salary packaging for all Employees is by mutual agreement between the Employer and the individual Employee.
- 19.3 Any salary packaging arrangements must be:
- 19.3.1 cost neutral to the Employer;
 - 19.3.2 compliant with legal requirements, including taxation laws;
 - 19.3.3 in accordance with the Employer's policy on salary packaging as in force and applicable from time to time; and
 - 19.3.4 amended to reflect any changes which impact on these requirements.
- 19.4 Where an Employee's salary packaging arrangement does not meet the requirements of clause 19.3, the Employer may cease the arrangement.

20. Superannuation

20.1 Definitions

For the purposes of this clause **MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

20.2 Superannuation legislation

- 20.2.1 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 the Employer 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 this Agreement applies.

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

20.3 Employer contributions

The Employer will 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.

20.4 Voluntary Employee contributions

20.4.1 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the 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 20.3.

20.4.2 An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.

20.4.3 The Employer will pay the amount authorised under subclauses 20.4.1 or 20.4.2 no later than 28 days after the end of the month in which the deduction authorised under clauses 20.4.1 or 20.4.2 was made.

20.5 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 20.3 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 20.3 and pay the amount authorised under clauses 20.4.1 or 20.4.2 to one of the following superannuation funds or its successor:

20.5.1 Aware Super (A division of First State Superannuation Scheme);

20.5.2 Health Employees Superannuation Trust of Australia (HESTA);

20.5.3 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

20.5.4 a superannuation fund or scheme which the Employee is a defined benefit member of.

20.6 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 20.3 and pay the amount authorised under clauses 20.4.1 or 20.4.2:

20.6.1 while the Employee is on any paid leave;

20.6.2 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:

- (a) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and

- (b) the Employee remains employed by the Employer.

21. Accident pay

The conditions under which an Employee qualifies for accident pay are as prescribed below:

- 21.1 The 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 2013* (Vic).
- 21.2 **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 2013* (Vic) and the Ordinary Weekly Rate for the Employee's classification as determined in accordance with clause 14 and SCHEDULE 1: SALARIES AND ALLOWANCES; or in the case of a part-time Employee, the pro rata Ordinary Weekly Rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Ordinary Weekly Rate or pro rata Ordinary Weekly Rate for that period.
- 21.3 The Employer will pay accident pay as defined in clause 21.2, 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.
- 21.4 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.
- 21.5 The liability of the Employer to pay accident pay will cease upon the termination of the Employee's employment.
- 21.6 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.

PART 5 HOURS OF WORK AND RELATED MATTERS

22. Ordinary hours of work

- 22.1 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.
- 22.2 The ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 22.3 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.
- 22.4 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.
- 22.5 **Availability of additional hours**

When practicable, Part- Time Employees will be offered additional shifts which become vacant.

Hours which become available on a permanent basis will, in the first instance, be offered to existing Part-Time Employees who may wish to increase their hours

22.6 Backfill arrangements:

Council will reasonably endeavour to provide MCH Nurse relief (where operationally required) for all positions within the team, including the MCHN Coordinator, during periods of leave, inclusive of study leave. No MCH Nurse will have a reasonable request for leave refused provided operational requirements can be met.

23. Spread of hours

23.1 The spread of hours between which an Employee will work his or her ordinary hours is 7:00am to 9:30pm Monday to Friday, and 8:00am to 2:30pm on Saturday.

23.2 Rest intervals:

At a time suitable to the Employer, during each day each Employee shall be given:

23.2.1 two rest intervals of fifteen minutes each, to be counted as time worked; and

23.2.2 one break of at least thirty minutes, to be taken as an unpaid break.

24. Rest breaks between work

An Employee will be allowed a rest break of eight hours between the completion of one ordinary work period and the commencement of another ordinary work period.

25. Accumulation and taking of accrued days off (ADOs)

25.1 Where an Employee is entitled to an ADO under the arrangement of ordinary hours of work as set out in clause 22.3, the accrual and taking of that ADO will be in accordance with this clause.

25.2 ADOs will be taken by Employees within 12 months of the date on which the first full ADO accrued. Accrued ADOs not taken after 12 months will be managed and taken in conjunction with annual leave management principles as per clause 29.3.

25.3 With the consent of the Employer, ADOs may be accumulated up to a maximum of five in any one year.

25.4 An Employee will be paid for any accumulated ADOs, at the Ordinary Weekly Rate, on the termination of their employment for any reason. This shall include the pro rata accrued entitlement for the work cycle during which the employment is terminated.

25.5 The salary due to an Employee upon termination of employment shall be reduced by the total of any ADOs granted in advance of being accrued and the unaccrued portion of any ADO granted in the work cycle during which the Employee is terminated.

26. Special rates for Saturdays and Sundays

26.1 Where an Employee works ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% of their Ordinary Hourly Rate for the hours worked during this period.

- 26.2 Where an Employee works ordinary hours between midnight Saturday and midnight Sunday, the Employee will be paid a loading of 75% of their Ordinary Hourly Rate for the hours worked during this period.

27. Overtime

27.1 Overtime penalty rates

27.1.1 Hours worked in excess of the ordinary hours, or outside of the spread of hours on any day prescribed in clause 22 – Ordinary Hours of Work, are to be paid as follows:

- (a) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
- (b) Sunday—double time; and
- (c) Public holidays—double time and a half.

27.1.2 Overtime rates under this clause will be in substitution for and not cumulative upon the weekend special rates prescribed in clause 26.

27.1.3 Part-time Employees

All time worked by part-time Employees in excess of the daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 27.1.

27.2 Time off instead of payment for overtime

27.2.1 By agreement between the Employer and an Employee, an Employee may take time off instead of receiving payment for overtime at a mutually agreed time.

27.2.2 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.

27.3 Rest period after overtime

27.3.1 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, including overtime.

27.3.2 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.

27.3.3 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 ordinary hours occurring during the absence.

27.4 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.

28. Employee representatives

- 28.1 For the purposes of this clause, **Employee representative** means an Employee of the Employer who is appointed as a representative for the purposes of clause 8 – Consultation or clause 9 – Dispute Resolution.
- 28.2 Employee representatives are to have a reasonable time allowance within ordinary hours to undertake the business of an Employee Representative.

PART 6 LEAVE AND RELATED MATTERS

29. Annual leave

- 29.1 Annual leave is provided for in the NES. This clause contains additional provisions.
- 29.2 Quantum of annual leave

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. For the avoidance of doubt, this means that Employees are entitled to 5 weeks of paid annual leave for each year of service. Annual leave will accrue to a part time Employee on a pro rata basis.

For the purpose of the additional annual leave for shift workers provided by the NES, a shift worker is defined as an Employee who is regularly rostered over seven days of the week and regularly works on weekends.

- 29.3 Annual leave management

The parties to this Agreement encourage Employees to take their annual leave entitlement each year. Annual Leave will be given and taken at mutually convenient times to the Employer and the Employee. The Employer will not refuse any reasonable request for annual leave.

By agreement between the Employer and Employee, annual leave may be accumulated for special circumstances. Employees with annual leave balances in excess of eight weeks annual leave will develop, in conjunction with their manager, a leave management plan.

An Employee who does not reduce their leave entitlement in accordance with the agreed leave management plan may be, subject to one month written notice, placed on annual leave on dates determined by Council to reduce the leave balance.

Employees may be directed by the Employer to take all or part of the excessive leave but will not be directed to reduce their leave entitlement to a balance of less than 6 weeks (pro rata for part time).

Subject to the terms of clause 25.3, excess ADO accruals will be required to be taken by the Employee as an abutment to their next period of paid annual leave.

- 29.4 Annual leave loading

29.4.1 In addition to their Ordinary Weekly Rate, an Employee will be paid an annual leave loading of 17.5% of their Ordinary Weekly Rate on a maximum of 152 hours/4 weeks annual leave per annum.

29.5 Purchased annual leave

29.5.1 An Employee may purchase up to 4 weeks additional annual leave per year.

29.5.2 An Employee who purchases additional annual leave under this clause will be paid for 52 weeks per year at the fractional rate of 48/52, 49/52, 50/52 or 51/52 of the Employee's annual salary calculated by reference to the Employee's Ordinary Weekly Rate.

29.5.3 Applications for purchased annual leave must be approved by the Employee's manager on an annual basis. Approvals will be subject to the operational needs of the relevant work unit.

29.5.4 An Employee who is working under the purchased leave model of employment may request to revert back to standard employment conditions. Such requests may be made every 12 months from the date the Employee transferred to the purchased leave model of employment.

29.5.5 Annual leave loading does not apply to purchased annual leave.

29.6 Cashing out annual leave

Cashing out of annual leave is not permitted for health and safety reasons.

30. Public holidays

30.1 Public holidays are provided for in the NES. This clause contains additional provisions.

30.2 Payment for work done on public holidays

All work done by an Employee during their ordinary hours on a public holiday, including a substituted day, will be paid at double time of their Ordinary Hourly Rate.

30.3 Public holiday substitution

The Employer and the Employees may, by agreement, substitute another day for a public holiday.

30.4 Accrued days off on public holidays

Where an Employee's ADO 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.

30.5 Additional leave days by mutual agreement

30.5.1 In lieu of being paid double time under clause 30.2, where the Employer and Employee mutually agree in writing at the time the public holiday is worked, an Employee may be paid their Ordinary Hourly Rate 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.

- 30.5.2 Payment for any days taken as leave, accrued in accordance with clause 30.4 shall be at the Employee's Ordinary Hourly Rate, excluding the out of hours allowance, weekend special rates and annual leave loading.
- 30.5.3 The taking of any additional days accrued as leave in accordance with clause 30.4 shall be by mutual agreement between the Employer and Employee, provided that such agreement shall not be unreasonably withheld.
- 30.5.4 Any untaken additional days accrued as leave in accordance with clause 30.4 shall be paid out to the Employee upon termination of employment.
- 30.5.5 Any additional days accrued as leave in accordance with clause 30.4 shall not be considered annual or personal/carer's leave for any purpose.

31. Ceremonial leave

- 31.1 Where an Employee is required to observe days of cultural, ceremonial or religious significance, the Employee will be entitled to use their accrued annual leave or time in lieu, an ADO, or unpaid leave to be absent from the workplace.

32. Personal/carer's leave and compassionate leave

- 32.1 Personal/carer's leave and compassionate leave is provided for in the NES. This clause contains additional provisions.
- 32.2 Amount of paid personal/carer's leave

An Employee is entitled to 21 days paid personal/carer's leave per year, inclusive of the annual entitlement to personal/carer's leave provided under the NES.
- 32.3 Taking of personal leave
 - 32.3.1 Where an Employee is absent due to personal illness or injury for themselves or for the purpose of Carer's leave, they will notify their Employer as soon as possible during the first part of the working day stating the nature of the illness or injury and the estimated duration of the absence. Where it is not reasonably practicable to inform the Employer during the first part of the working day of such absence; the Employee will inform the Employer within 24 hours of the commencement of such absence.
 - 32.3.2 The Employer may require Satisfactory Evidence to be provided with respect to any period of personal leave. Where a public holiday is observed during any period of personal leave it will not be regarded as personal leave.
 - 32.3.3 Upon production of a medical certificate, any sick leave incurred by an Employee who is on paid annual leave will have the annual leave reimbursed and a deduction taken from their sick leave accrual.
 - 32.3.4 Up to 20 days of accumulated personal leave may be transferred between Employers who are covered by the Victorian Local Government Award 2015 subject to the following conditions:
 - a) An Employee's service between Employers is continuous (breaks of two months' or less will be deemed not to break continuity).
 - b) The Employee at the time of engagement to the new Employer produces certified documentation from the previous Employer verifying the amount of personal leave accumulated and the date upon which the last entitlement was credited.

- c) Where an Employee's accumulated personal leave is less than 20 days, then the amount of personal leave accrued will be eligible for transfer.
- d) Provided that an Employee will not be entitled to have more than 21 days credited to them in respect of any twelve month period.

When an Employee has their employment terminated, other than for misconduct or absence from work without a reasonable excuse, and is re-employed within a period of twelve months, the number of days of personal leave not taken prior to termination of employment will be credited to the Employee upon completion of one month of employment

32.4 **Compassionate leave**

32.4.1 An Employee other than a casual is entitled to up to four days' (pro rata) of paid compassionate leave per occasion, inclusive of the annual entitlement to compassionate leave provided under the NES.

32.4.2 Compassionate leave is inclusive of:

- (a) **Bereavement leave:** leave upon the death of a member of the Employee's immediate family or a member of their household, inclusive of where a child is stillborn or is lost via miscarriage, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born.
- (b) **Compassionate leave:** an occasion where a member of the Employee's immediate family or a member of their household contracts or develops a personal illness or injury that poses a serious threat to his or her life.

32.4.3 After the first two days of absence on each occasion of compassionate leave, each day or part of a day used under this clause is deducted from the amount of personal/carer's leave the Employee is entitled to under clause 32.2.

32.4.4 Casual Employees are entitled to unpaid compassionate leave in accordance with the NES.

32.5 **Family violence leave**

32.5.1 General principle

Council recognises that Employees may face situations of violence and abuse in their personal lives that may affect their attendance, performance at work, or impact on the workplace safety, health and wellbeing of themselves and fellow employees. Council is committed to supporting staff that are impacted by family violence to continue to participate in a safe and healthy work environment and maintain their employment by providing a broad range of support.

Council has developed the Family Violence Policy and Family Violence Support Procedure to support this clause.

32.5.2 Definition of family violence

Council accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008*. The definition of family violence in the Act includes physical, sexual, financial, verbal or emotional abuse by a family member.

32.5.3 Leave

An Employee experiencing family violence will have access to twenty days per year (pro rata for part time Employees) (non-accumulative) of special leave for medical appointments, legal proceedings and other activities to aid in the management and support of 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.

Leave will be approved in conjunction with the policy and in line with the delegations of approval (i.e. leave must be approved by a Manager, General Manager or CEO).

Where exceptional circumstances exist requiring additional leave, consultation will occur between the relevant General Manager (or their delegate) and the affected Employee to consider available options.

32.5.4 Proof of family violence

Proof of family violence will be required to access special leave. Proof required may be in the form of an agreed document issued by a doctor, the police, a court, Family Violence Support Service, or registered agency, or a legal professional such as a barrister or solicitor.

33. Parental leave

For the purposes this clause the following definitions shall apply

Term	Definition
Child	Means a child of the employee. For the purposes of Adoption Leave child means a child under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee, or a child who has lived continuously with the employee for a period of six months or more.
Continuous service	Means a period during which the Employee is employed by the Employer on a regular and systematic basis (excluding any period of unauthorised absence or unpaid leave, other than where permitted under s22 of the Fair Work Act 2009).
Primary care giver	Means a person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
Secondary care giver	Means a person who has parental responsibility for the Child but is not the Primary Caregiver.
Spouse	Includes a de facto or former spouse, with the exception of Adoption Leave where a spouse does not include a former spouse.

33.1 Basic entitlement

Unpaid parental leave is provided for in the NES. This clause contains additional provisions.

33.2 Notice and evidence requirements

An Employee will not be in breach of the periods of notice and evidence required under the NES or this Agreement to be given prior to the taking of parental leave if a failure to comply with those periods is occasioned by:

- 33.2.1 in respect of parental leave for the primary care giver, confinement occurring earlier than the expected date;
- 33.2.2 in respect of parental leave for the secondary care giver the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances; or
- 33.2.3 in respect of adoption leave, a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

33.3 Working to confinement

Where the Employer receives no confirmation from a pregnant Employee's medical practitioner or midwife that continuation in the Employee's present position until confinement does not pose a risk to the Employee or the unborn child, the Employer will make all practical efforts to remedy an unsafe situation to allow the Employee to work until her estimated date of confinement. If this is not possible, the Employee will be offered a safe, alternate position in accordance with the NES.

33.4 Communication during parental leave

Whilst on parental leave, the Employee shall:

- 33.4.1 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; and
- 33.4.2 notify the Employer of any change of address or other contact details which might affect the Employer's capacity to communicate with the Employee as required by the NES or this Agreement.

33.5 Returning to work after a period of parental leave

An Employee may request a return to work date after a period of parental leave that is earlier than their scheduled return to work date, which may (in the Employer's discretion) be agreed to by the Employer. An Employee requesting to return to work early must make their request in writing at least 6 weeks before their proposed (earlier) date of return.

33.6 Paid parental leave

Permanent full-time and part-time Employees who have completed 12 months of continuous service with the Employer are entitled to:

- 33.6.1 14 weeks' paid leave pro rata upon commencement of parental leave for the primary care giver at the time of the birth or adoption;
- 33.6.2 14 weeks' paid leave pro rata from the date that an adopted child is placed with an Employee who commenced adoption leave, where that Employee will be the

primary care giver of the adopted child; or

33.6.3 3 week's paid secondary care giver leave pro rata upon the commencement of parental leave, being parental leave where the Employee's spouse or de facto partner (including same sex de facto partner) is giving birth or will be the primary care giver of an adopted child.

33.6.4 Superannuation will be paid when an employee is on approved periods of Council paid parental leave.

33.7 Notice and evidence requirements: paid adoption leave

33.7.1 Before commencing paid adoption leave, an Employee will provide the Employer with a statutory declaration stating that the Employee is seeking adoption leave to become the primary care-giver of the child. The Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.

33.7.2 An Employee may commence paid adoption leave prior to providing the notice and evidence required under the NES or this Agreement in connection with unpaid or paid adoption leave, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier than expected.

33.7.3 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.

33.8 Notice and evidence requirements: paid parental secondary care giver leave

An Employee will provide to the Employer at least ten weeks prior to each proposed period of paid parental leave:

33.8.1 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

33.8.2 written notification of the dates on which they propose to start and finish the period of paid parental secondary care giver leave.

33.9 Special parental leave and sick leave

33.9.1 Where an Employee's pregnancy terminates during the first 20 weeks gestation, the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with clause 32.

33.9.2 During or before the period of intended parental leave, where the Employee gives birth to a baby who subsequently dies, or at after 20 weeks gestation an Employee's pregnancy terminates or the Employee gives birth to a stillborn, the Employee is entitled to the full amount of paid parental leave that they were otherwise entitled to under clause 33.6.1. In these circumstances, paid secondary care giver leave in accordance with 33.6.3 will also be available.

33.9.3 The Employee must as soon as practicable give notice to the Employer of the taking of leave in accordance with 33.9.1 or 33.9.2, advising the Employer of the period, or expected period, of the leave.

- 33.9.4 If an Employee takes leave for a reason outlined in 33.9.1 and 33.9.2, the Employer may require the Employee to provide evidence that would satisfy a reasonable person of that reason or a certificate from a registered medical practitioner.

34. Breastfeeding in the workplace

Council recognises the rights of Employees who are nursing mothers to work in an environment which is clean and safe from hazardous chemicals and materials.

Where practicable, Council agrees to make available comfortable, private facilities for expressing and storing breast milk and to negotiate means for women to have paid breaks to breast feed if the child is in nearby care upon request.

35. Jury leave

- 35.1 Payment to Employees on jury service is provided for in the NES and in accordance with the *Juries Act 2000 (Vic)*.
- 35.2 An Employee will notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee will give the Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

36. Leave to attend trade union courses

- 36.1 Elected Union delegates shall be entitled to up to ten days paid leave every two years to attend Union training courses conducted or approved by the Union, subject to approval by the Employer.
- 36.2 The Employer will not unreasonably withhold approval to attend Union training courses.
- 36.3 The ten days leave may be taken in one calendar year, subject to management approval.

37. Blood donor's leave

An Employee, other than a casual, will be entitled to paid leave for up to two hours per attendance up to a maximum of four attendances each year to donate blood in the local area.

38. Service with emergency services organisations

- 38.1 Council supports its Employees being involved in emergency service organisations and will grant leave with pay to allow active participation in the CFA, SES and other recognised service organisations during emergency events in Victoria.

Council accepts that in some circumstances where the emergency occurs outside of working hours and continues for a period in excess of four (4) hours, the Employee shall be entitled to have a ten (10) hour break without loss of pay before returning to work.

- 38.2 Requests for leave will not be unreasonably withheld providing the leave can be facilitated without unreasonably affecting the operations of the Employer.

39. Continuing professional development leave

- 39.1 In addition to other leave entitlements, all Employees, except casual Employees, are entitled to paid continuing professional development leave in the following amounts:
- 39.1.1 five days for full-time Employees; and
 - 39.1.2 a pro-rata amount for part-time Employees.
- 39.2 Continuing professional development leave may be taken by an Employee for the purpose of maintaining their knowledge in their current area of practice, improving or broadening their knowledge, expertise and competence, and developing the personal and professional qualities required through their professional lives. In pursuit of this purpose, an Employee may take such leave to:
- 39.2.1 attend a conference or seminar; and/or
 - 39.2.2 undertake research or home study.
- 39.3 Continuing professional development leave does not accumulate from year to year. However, if an Employee makes a valid application for such leave but no leave is granted during the calendar year, one day's leave shall be added to the Employee's accrued annual leave, or may be taken in another manner as mutually agreed between the Employer and the Employee.
- 39.4 Application for continuing professional development leave
An Employee wishing to take continuing professional development leave must apply in writing to the Employer at least six weeks' prior to the proposed leave date. If the Employee is wishing to take continuing professional development leave to undertake home study the Employee's request must include details of the relevance of the study to the Employee's employment.
- 39.5 The Employer must notify the Employee whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the Employee.
- 39.6 The Employer will only refuse the request for leave if the conditions in 39.1 to 39.4 are not satisfied, or there are exceptional circumstances that justify refusal. The Employer will not unreasonably withhold approval of the leave.
- Lactation Consultant Accreditation:** where it is identified in an annual development plan and is required by the employer, the fee for accreditation by the International Board of Lactation Consultant Examiners (IBLCE) will be paid by the employer.

40. Examination/study leave

- 40.1 Subject to this clause, Employees shall be entitled to an additional five days paid leave in any one year for the purposes of undertaking and/or preparing for examinations or study as part of a course of study. Leave entitlements pursuant to this clause shall not accumulate from year to year.
- 40.2 The entitlement to leave pursuant to clause 40.1 shall be available to full-time and part-time Employees who are employed to work on average for at least 24 hours per week, and who have been employed by the Employer for eighteen months immediately prior to the taking of examination leave.
- 40.3 The entitlement to leave pursuant to subclause 40.1 shall be granted for studies which are demonstrated by the Employee to be relevant to the Employee's employment.
- 40.4 Examination leave shall be taken at a time that is agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

41. Clinical supervision

Clinical supervision will be provided to all MCH nurses in group sessions. Individual sessions may be provided on a case by case basis.

42. Long service leave

Long service leave will be in accordance with the *Local Government (Long Service Leave) Regulations 2012*.

- 42.1 Employees who are eligible to take Long Service Leave, are able to take all or part of their Long Service Leave entitlement at any time which is mutually acceptable to both the Employee and their Manager.
- 42.2 Employees have the option to cash out all or part of their Long Service Leave entitlement instead of taking it as leave. Employees who choose to take up this option will be required to acknowledge this payment is in lieu of taking such leave and as such will not be able to make further claims on the period of leave paid out.
- 42.3 Employees should seek independent financial advice regarding the taxation implications or the impact on any government paid benefits prior to cashing out any long service leave entitlement.

43. Occupational health and safety

Council is committed to providing and maintaining, so far as is reasonably practicable, for its employees, a work environment that is safe and without risks to health. The Council's approach to occupational health and safety and rehabilitation recognises that it is the responsibility of the management and the workforce to work in a cooperative and consultative manner to ensure active prevention of injury and illness in the workplace.

44. Service provision and workload

- 44.1** Birth rates within Nillumbik Shire are currently relatively stable at 600 per financial year. Council is committed to reasonable workloads for its MCH Nurses. In recognition of this, workloads will be reviewed quarterly if the Nillumbik birth rate increases by 30%, when compared to the previous quarter.
- 44.2** The Manager and Coordinator will consult with the MCH Nurses, as appropriate, to identify and manage any relevant workload issues. This may include consideration of additional resources if appropriate.

45. Parking permits

- 45.1** Council will issue a parking permit to full-time and part-time MCH staff for use whilst working at Eltham MCH centre and parked at the council managed carpark at Eltham.
- 45.2** A permit will be made available to casual MCH staff for this purpose.

SCHEDULE 1: SALARIES AND ALLOWANCES

Salary	Starting Rates		Addition of Year 3	Quantum Increase 2% + intro of Year 3		Quantum Increase 2% + intro of Year 4	
	Annual Amount	Hourly Rate		Annual Amount	Annual Amount	Hourly Rate	Annual Amount
Classification Level	1/07/2021			1/07/2022		1/07/2023	
	Annual Amount	Hourly Rate	Annual Amount	Annual Amount	Hourly Rate	Annual Amount	Hourly Rate
Maternal & Child Health Nurse - Year 1	\$106,629.28	\$53.96	\$106,629.28	\$108,761.86	\$55.04	\$110,937.10	\$56.14
Maternal & Child Health Nurse - Year 2	\$109,774.82	\$55.55	\$109,774.82	\$111,970.31	\$56.67	\$114,209.72	\$57.80
Maternal & Child Health Nurse - Year 3			\$112,519.19	\$114,769.57	\$58.08	\$117,064.96	\$59.24
Maternal & Child Health Nurse - Year 4						\$119,991.58	\$60.72
Enhanced Maternal & Child Health Nurse	\$116,258.44	\$58.84	\$118,145.14	\$120,508.05	\$60.99	\$125,991.16	\$63.76
Maternal & Child Health Nurse Coordinator	\$121,465.98	\$61.47	\$123,771.10	\$126,246.53	\$63.89	\$131,990.74	\$66.80
Allowances	Starting Rates			Quantum Increase 2.8%		Quantum Increase 2.8%	
	Annual Amount	Rate		Annual Amount	Rate	Annual Amount	Rate
Allowance	1/07/2021			1/07/2022		1/07/2023	
	Annual Amount	Rate		Annual Amount	Rate	Annual Amount	Rate
Higher Qualifications Allowance - Post Graduate Diploma or Degree	\$4,254.85	\$81.82 per week		\$4,373.99	\$84.12	\$4,496.46	\$86.47
Higher Qualifications Allowance - Masters or Doctorate	\$4,909.87	\$94.42 per week		\$5,047.35	\$97.06	\$5,188.67	\$99.78
Evening Session Allowance		\$29.21 per session			\$30.03		\$30.87
Vehicle Allowance - Motor Car 35 PMU and over (6 cyl)		\$1.19 per km			\$1.22		\$1.26
Vehicle Allowance - Motor Car under 35 PMU (4 cyl)		\$0.99 per km			\$1.02		\$1.05
First Meal Allowance		\$12.84 per occasion			\$13.20		\$13.57
Further Meal Allowance		\$10.26 per occasion			\$10.55		\$10.84

SIGNATURES AND DATES

The parties indicate their acceptance of the terms and conditions of the Nillumbik Shire Council Maternal Child Health Nurse Enterprise Agreement 3.

Signed on behalf of Nillumbik Shire Council

Address: Civic Drive, Greensborough, Victoria, 3088

Name: Carl Cowie

Title: Chief Executive Officer

Signature

Date:

Witnessed by:

Name

Title:

Signature:

Date:

Signed on behalf of the Australian Nursing and Midwifery Federation (ANMF)

Victorian Branch

Address: Level 8/535 Elizabeth St, Melbourne VIC 3000

Name: Lisa Fitzpatrick

Title: State Secretary (Victoria)

Signature

Date:

Witnessed by:

Name:

Title:

Signature

Date: