



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Murrindindi Shire Council
(AG2018/1216)

MURRINDINDI SHIRE COUNCIL - ENTERPRISE AGREEMENT NO. 8, 2018

Local government administration

COMMISSIONER GREGORY

MELBOURNE, 2 AUGUST 2018

Application for approval of the Murrindindi Shire Council - Enterprise Agreement No. 8, 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Murrindindi Shire Council - Enterprise Agreement No. 8, 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Murrindindi Shire Council. The Agreement is a single enterprise agreement.

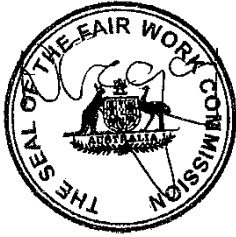
[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Municipal, Administrative, Clerical and Services Union and Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 August 2018. The nominal expiry date of the Agreement is 22 February 2021.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE429402 PR609634>

Annexure A

In reply please quote

Your Reference **IN THE FAIR WORK COMMISSION**
Telephone Enquiries FWC Matter No.:

Applicant: Murrindindi Shire Council

Re: 1. Section 185 – Application for approval of a single enterprise agreement.
2. Undertaking- Section 190: Murrindindi Shire Council Enterprise Agreement 2018

I, Craig Lloyd, Interim CEO for Murrindindi Shire Council give the following undertakings with respect to the *Murrindindi Shire Council Enterprise Agreement No 8, 2018* ("the Agreement"):

1. I have the authority given to me by Murrindindi Shire Council ("the Council") to provide this undertaking in relation to the application before the Fair Work Commission.
2. During EBA negotiations with the Australian Nursing and Midwifery Federation ("the ANMF"), the Council gave a commitment to the ANMF that a number of clauses set out in Part 1 of the Agreement would not apply to employees whose employment was governed by the Nurses (ANMF – Victoria Local Government Award) 2015, as relevantly incorporated by reference in Part B of the Agreement. These provisions were overlooked when drafting the Agreement, and the Council now provides the following undertakings;
3. Clause 15.8(d) of Part 1 of the Agreement specifies a maximum liability period for accident make-up pay of 26 weeks. The Council agrees that the maximum liability period for employees covered by Part B of the Agreement shall be 39 weeks.
4. Clause 16.2 of Part 1 of the Agreement specifies the spread of ordinary hours for employees. The Council agrees that the maximum number of ordinary hours that can be worked on a daily basis for employees covered by Part B of the Agreement shall be no more than 10 hours.
5. Clause 18.1.2 of the Part 1 of the Agreement specifies a minimum payment of 1 hour for employees who are called back to duty. The Council agrees that the minimum payment for employees covered by Part B of the Agreement shall be 3 hours.
6. Clause 22.1 of Part 1 of the Agreement specifies an entitlement of 12 days personal leave for all employees except casual employees. The Council agrees that annual accrual entitlements to personal leave for employees covered by Part B of the Agreement shall be the amounts specified in Clause 27.2 of the incorporated award provisions of Part B of the Agreement.
7. These undertakings are provided on the basis of issues raised by the ANMF in the application before the Fair Work Commission.

Yours sincerely,


Craig Lloyd
Interim Chief Executive Officer



Murrindindi
Shire Council

ALEXANDRA
Perkins Street,
Alexandra, 3714

Ph: 03 5772 0333
Fax: 03 5772 2291
Local call: 1800 633 792

KINGLAKE
19 Whittlesea-
Kinglake Road,
Kinglake, 3763

Ph: 03 5786 1522
Fax: 03 5786 1515
Local call: 1800 651 821

YEA
Civic Centre,
Semi Circle,
Yea, 3717

Ph: 03 5736 0036
Fax: 03 5797 2900
Local call: 1800 672 719

Please address all
correspondence to
P.O. Box 138,
Alexandra, 3714

Email:
msc@murrindindi.vic.gov.au

Website:
www.murrindindi.vic.gov.au

ABN 83 600 647 004

In reply please quote

Your Reference

Telephone Enquiries

IN THE FAIR WORK COMMISSION

25/7/2018

FWC Matter No.:

AG2018/1216

Applicant:

Murrindindi Shire Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Craig Lloyd, Chief Executive Officer for Murrindindi Shire Council give the following undertakings with respect to the Murrindindi Shire Council - Enterprise Agreement No. 8, 2018 ("the Agreement"):

1. I have the authority given to me by Murrindindi Shire Council to provide this undertaking in relation to the application before the Fair Work Commission.
2. The *Nurses (ANMF – Victorian Local Government) Award 2015*, as at 21 June 2017, shall be incorporated into the Agreement as Part B.
3. Employees deemed to have abandoned their employment as described in clause 12 of Part A of the Agreement will be provided notice of termination in accordance with clause 10 of Part A of the Agreement.
4. Apprentices are entitled to notice of termination in accordance with ss. 117 and 123 of the Fair Work Act 2009.
5. Clause 20.1 of Part A of the Agreement provides that all employees (except casual employees) are entitled to 152 hours annual leave for each year of continuous service (pro rata for part time employees). This clause is intended to provide for 4 weeks of paid annual leave in accordance with the National Employment Standards.
6. School Crossing Supervisors will be paid more than the Level 1 Classification minimum hourly rate of pay under the Victorian Local Government Award 2015 for each minimum 45 minute shift worked.
7. Trainees and School-Based Apprentices employees are entitled to the overtime provisions in accordance with Part 5 of the Victorian Local Government Award 2015.
8. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission



Signature of Craig Lloyd



Murrindindi
Shire Council

ALEXANDRA
Perkins Street,
Alexandra, 3714

Ph: 03 5772 0333
Fax: 03 5772 2291
Local call: 1800 633 792

KINGLAKE
19 Whittlesea-
Kinglake Road,
Kinglake, 3763

Ph: 03 5786 1522
Fax: 03 5786 1515
Local call: 1800 651 821

YEA
Civic Centre,
Semi Circle,
Yea, 3717

Ph: 03 5736 0036
Fax: 03 5797 2900
Local call: 1800 672 719

Please address all
correspondence to
P.O. Box 138,
Alexandra, 3714

Email:
msc@murrindindi.vic.gov.au

Website:
www.murrindindi.vic.gov.au

ABN 83 600 647 004



Enterprise Agreement No.8, 2018

DATE PRINTED: 26/02/18 5:38:30 PM

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

The Agreement shall be known as the Murrindindi Shire Council – Enterprise Agreement No. 8, 2018.

2. CONTENTS

PART 1	APPLICATION AND OPERATION OF AGREEMENT	2
1.	TITLE.....	2
2.	CONTENTS.....	2
3.	OPERATION	8
3.1	Term of Agreement.....	8
3.2	Parties covered.....	8
3.3	No further claims.....	8
3.4	Operation of the Agreement.....	8
3.5	Aims of the Agreement.....	9
3.6	Implementation	10
3.7	Continuous improvement and best value	10
3.8	Definitions.....	11
PART 2	CONSULTATION AND DISPUTE RESOLUTION	13
4.	INTRODUCTION OF CHANGE/CONSULTATION	14
4.1	Employers Duty to Notify.....	14
4.2	Introducing major change (4.1a)	14
4.3	Employer’s Duty to Discuss Change	14
4.4	Change to regular roster or ordinary hours of work (4.1b)	14
4.5	Procedural fairness	15
5.	DISPUTE RESOLUTION PROCEDURE	15
5.1	Disputes covered	15
5.2	Procedure	15
5.3	Fair Work Commission.....	16
PART 3	EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	16
6.	EMPLOYMENT CATEGORIES	16
6.1	Employment Type	16
6.2	Employment Basis	17
6.3	Casual conversion	18
6.4	Position Descriptions	19

6.5 Location	19
6.6 Relocation.....	20
6.7 Work from home	21
6.8 Job Share	21
6.9 Uniform and personal protective equipment (PPE).....	22
6.10 Incidental and Peripheral Duties	22
7. WORKPLACE PROTECTIONS	22
7.1 Equal Opportunity	22
7.2 Discipline	23
7.3 Electronic communication rights with union.....	23
8. OCCUPATIONAL HEALTH AND SAFETY	23
8.1 OH&S Framework.....	23
8.2 Stress in the workplace.....	24
8.3 Occupational Rehabilitation	24
9. STAFF DEVELOPMENT	24
9.1 Performance coaching and staff development	24
9.2 Staff Training	25
9.3 Induction program for new employees	25
9.4 Study assistance.....	26
9.5 Workplace representative rights and union training.....	27
PART 4 TERMINATION OF EMPLOYMENT	28
10. NOTICE OF TERMINATION	28
10.1 Notice	28
10.2 Time off work during the period of notice	28
10.3 Notice of termination by employee.....	28
11. REDEPLOYMENT/ RETRAINING/ REDUNDANCY	28
11.1 Definitions.....	29
11.2 Redeployment / Retraining	29
11.3 Redundancy	30
11.4 Outplacement.....	31
11.5 Voluntary Redundancy	31
11.6 Exclusion.....	31
12. ABANDONMENT OF EMPLOYMENT	32
13. TRANSFER OF BUSINESS	32
13.1 Terms of transfer	32
PART 5. WAGES AND RELATED MATTERS	32

14. CLASSIFICATION	33
14.1 Banded Employees	33
14.2 Senior executive officers.....	33
14.3 Salaries	34
14.4 Annualised salaries	34
14.5 Annual Review.....	34
14.6 Increment Progression and End of Band payments	35
14.7 Superannuation	36
14.8 Payment of wages	36
14.9 Junior wages	37
14.10 Trainees	37
14.11 School-based apprentices	37
14.12 Supported wage system	37
15. ALLOWANCES.....	37
15.1 First aid allowance	37
15.2 Mileage.....	37
15.3 Reimbursement of expenses	38
15.4 Out of hours care expenses.....	38
15.5 Higher duties/Multi-Skilling.....	39
15.6 Overtime meal allowance	39
15.7 Engineer's Instrument Allowance.....	40
15.8 Accident make up pay	40
PART 6. HOURS OF WORK AND RELATED MATTERS	41
16. ORDINARY HOURS OF WORK AND ROSTERING	41
16.1 Ordinary hours of work	41
16.2 Ordinary days and ordinary hours.....	41
16.3 Arrangement of hours	42
16.4 Issues specific to Maternal & Child Health	43
16.5 Individual flexibility agreements	44
16.6 Rosters and changes to rosters	44
16.7 Rostered days off (RDO) Banking and Flexibility	45
16.8 Taking of Meal Breaks	46
17. Shift Work	46
17.1 Application.....	46
17.2 Shift Work Provisions.....	47
18. ON CALL AND AVAILABILITY	47

18.1 On Call	47
18.2 Availability	48
18.3 Application of On Call and Availability.....	48
18.4 Rest Period after On Call and Availability	49
19. Overtime	49
19.1 Reasonable overtime.....	49
19.2 Overtime.....	50
19.3 Payment for overtime.....	50
19.4 Time off instead of payment for overtime.....	51
19.5 Rest Period after overtime	51
19.6 Recalled back to work.....	52
PART 7. LEAVE AND PUBLIC HOLIDAYS	52
20. ANNUAL LEAVE	52
20.1 Entitlement	52
20.2 Accrual	53
20.3 Cash out provision	53
20.4 Annual Leave Loading	53
20.5 Purchased Annual Leave.....	54
21. LONG SERVICE LEAVE	54
22. PERSONAL LEAVE.....	54
22.1 Entitlement	54
22.2 Personal Leave upon termination	55
22.3 Sick Leave.....	56
22.4 Serious Illness Leave.....	56
22.5 Carers Leave.....	57
23. SPECIAL LEAVE - FAMILY VIOLENCE.....	58
23.1 General Principle	58
23.2 Definition of Family Violence.....	58
23.3 General Measures	58
23.4 Support.....	58
24. BEREAVEMENT/COMPASSIONATE LEAVE.....	59
25. PARENTAL LEAVE	59
25.1 Basic Entitlement.....	60
25.2 Paid Entitlement	61
25.3 Parental Leave (Maternity).....	61
25.4 Special Parental Leave.....	63

25.5 Partner Leave	63
25.6 Adoption Leave.....	63
25.7 Returning to Work After a Period of Parental Leave	64
25.8 Right to request – flexible work.....	65
25.9 Replacement Employees	65
25.10 Communication during parental leave.....	65
26. LEAVE WITHOUT PAY	66
27. JURY SERVICE	66
28. REPLACEMENT OF ABSENCES	66
29. COMMUNICATION DURING EXTENDED LEAVE	67
30. PUBLIC HOLIDAYS.....	67
31. CHRISTMAS CLOSURE	67
SCHEDULE 1: PHYSICAL/COMMUNITY SERVICES EMPLOYEES.....	69
32. EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	69
32.1 Classification	69
32.2 Special Engagement.....	69
33. WAGES AND RELATED MATTERS	69
33.1 Junior Wages and Apprentices	69
34. ALLOWANCES.....	71
34.1 Higher Duties.....	71
34.2 Plant Maintenance Allowance.....	71
34.3 Industry Allowance	71
34.4 Dead Animals	72
34.5 Overtime Meal Allowance	73
34.6 Transport of Materials Allowance.....	73
34.7 Travel Time and Expenses	73
35. HOURS OF WORK AND RELATED MATTERS	73
35.1 Tea Breaks	73
35.2 Meal Breaks	74
35.3 Payment for Overtime.....	74
35.4 Stand By.....	75
35.5 Special Engagement / Shift work Deputised Rates	76
36. UNIFORMS AND PROTECTIVE CLOTHING.....	76
36.1 Kitchen Employees Uniform Allowance.....	76
36.2 Loss or Damage to Clothing and Spectacles	76

SCHEDULE 3: LIBRARY EMPLOYEES	78
37. Ordinary Hours of work	78
37.1 Span of ordinary hours	78
37.2 Rosters	78
37.3 Payment of Overtime	78
37.4 Allowances	79
SCHEDULE 4: CLASSIFICATION DEFINITIONS	80
38. CLASSIFICATION PRINCIPLES	80
38.1 Minimum Classifications	80
38.2 Maximum Classifications	80
38.3 EMPLOYEE BAND 1	81
38.4 EMPLOYEE - BAND 2	82
38.5 EMPLOYEE - BAND 3	84
38.6 EMPLOYEE BAND 4	87
38.7 EMPLOYEE BAND 5	90
38.8 EMPLOYEE BAND 6	94
38.9 EMPLOYEE BAND 7	95
38.10 EMPLOYEE BAND 8	97
SCHEDULE 6: SCALE OF PAY RATES	100
39. Annual pay rate increase	100
39.1 Employees Covered by Victorian Local Government Award (2015)	100
39.2 Employees covered by the Nurses (ANMF Victorian Local Government) Award 2015	102
39.3 PLANT MAINTENANCE ALLOWANCE RATES	103
40. SIGNATORIES	104
PART B: MATERNAL CHILD HEALTH NURSES	105

3. OPERATION

3.1 Term of Agreement

This Agreement shall operate from seven (7) days after its approval by the Fair Work Commission until 22 February 2021.

Renegotiation of this Agreement shall commence no sooner than six (6) months prior to its nominal expiry date and no later than three (3) months prior to its nominal expiry date.

3.2 Parties covered

The Agreement shall be binding on:

- Murrindindi Shire Council (Council),
- All employees of Council excluding the Chief Executive Officer and Senior Officers of council on maximum term contracts pursuant to s95A of the Local Government Act 1989 or successor legislation
- Australian Services Union Victorian and Tasmanian Authorities and Services (ASU)
- The Professionals Australia (PA) - (formerly Association of Professional Engineers Scientists and Managers -APESMA)
- The Australian Nursing and Midwifery Federation Victorian Branch (ANMF)

3.3 No further claims

The parties undertake that for term of the Agreement there shall be no further salary increase sought or granted except for those granted under the terms of this Agreement.

The parties agree that they can enter into negotiations to vary this Agreement where a specific need is mutually agreed.

3.4 Operation of the Agreement

The National Employment Standards (NES) applies to all employees. Where the NES provides a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the condition or entitlement set out the NES prevails.

All employees have a range of workplace rights and protections under the Fairwork Act 2009 and other legislation. Where there is any inconsistency with the Agreement, the legislation will prevail

Where there is an inconsistency between the provisions of the Agreement and the provisions of a Schedule(s) contained within the Agreement, the provision of the applicable Schedule shall prevail to the extent of any inconsistency unless the provisions of the Agreement explicitly override the Schedule.

This Agreement represents a consolidation with the Victorian Local Authorities Award (2001). The consolidation is not intended to alter previous conditions, except where explicitly negotiated. Any unintended ambiguity or disadvantage will be resolved through consultation with the affected parties.

3.4.1 Relationship to Part B

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 B. Where there is any inconsistency between Part A and Part B, the provisions of Part A shall prevail.

3.5 Aims of the Agreement

The parties to this Agreement are committed to continuous improvement in the provision of municipal services and management of the Murrindindi Shire Council through greater efficiency, productivity and flexibility in work practices, and improvements in work safety, job satisfaction, career development, employment security and customer service.

To this end, the parties agree that this Agreement will:

- Support the delivery of municipal services in accordance with the goals and objectives of the Murrindindi Shire Council Plan.
- Create a work environment that enhances the commitment of all employees to the future viability and prosperity of Council.
- Remove impediments to workplace efficiency through continual review of employment practices, operation and administrative procedures.
- Create a flexible environment and workplace culture that can adapt quickly to the changing needs of industry, community and customers.
- Foster a constructive and cooperative relationship between management and employees and improve communication and consultation at all levels.
- Encourage a team approach to work across the organisation in order to strengthen organisational unity, improve safety and morale and build a cooperative, harmonious and effective working environment.
- Develop the principles of Best Value in service delivery as contained in the Local Government Act 1989.
- Provide opportunities for the multi skilling of all employees in order to continually enhance the employees' and organisation's flexibility and responsiveness.
- Assist to incorporate the elements of continuous improvement into all aspects of the organisation.
- Demonstrate behaviours that align with Council's values of integrity, accountability, innovation, respect and service excellence.
- Participate in Council's Performance Coaching System.

3.6 Implementation

3.6.1 The Murrindindi Shire Council Enterprise Agreement Implementation and Consultative Committee will be responsible for overseeing the implementation of this Agreement.

The Committee shall develop a charter and terms of reference for the ongoing role and make up of the Consultative Committee during the life of this Agreement.

The Committee shall include persons representing management and the respondent union parties to the Agreement and where practicable reflect all employee areas of the organisation and include gender balance. The Committee may comprise union members and non-members.

3.6.2 The Committee shall:

- Monitor all aspects of this Agreement.
- Meetings are scheduled quarterly when requested to implement or address matters arising out of this Agreement.
- Be responsible for communication strategies aimed at raising employees' awareness of the Agreement.
- Provide a forum for regular and effective two-way communication between management, employees, service teams and unions in relation to the implementation of this Agreement and development of future agreements.
- Seek to represent the opinions, concerns and interests of employees and management in relation to matters covered by this Agreement.
- Recommend for consideration of the Council's Executive Management Team new initiatives or improvements to work or management practices that address the aims of this Agreement.
- Report to the CEO, as required, on implementation of this Agreement.
- Participate in the process of negotiations for the future enterprise agreements.
- Fulfil the functions and responsibilities of the Equal Employment Opportunity (EEO) Consultative Committee as indicated in the Local Government Act 1989.

3.6.3 Management will support the Committee to perform its role through the provision of appropriate training and resources as required.

3.7 Continuous improvement and best value

3.7.1 Murrindindi Shire Council is committed to the continuous improvement of processes and relationships in order to deliver quality services that provide good value to our customers. The Council aims to be regarded as a desirable place to work and to achieve high levels of staff and customer satisfaction.

3.7.2 The parties acknowledge that under the Local Government Act (1989) all services provided by the Council must:

- meet the quality and cost standards requires on Section 208D;

- be responsive to the needs of its community;
- be accessible to those members of the community for whom the service is intended;
- strive for continuous improvement.

3.7.3 To achieve these outcomes, Council and employees will follow an agreed model of continuous improvement. The parties commit to using the agreed principles, approach and tools for the benefit for all stakeholders.

3.7.4 Management will allocate resources to enable employee participation in agreed continuous improvement activities.

3.8 Definitions

For the purpose of the Agreement, the following definitions apply:

Term	Definition
Act	Fair Work Act 2009 (as amended or succeeded).
Agreement	Murrindindi Shire Council – Enterprise Agreement No 8, 2018
Award	The Victorian Local Government Award (2015) or its successor and/or the Nurses (ANMF - Victorian Local Government) Award 2015 or successor.
Benchmark; Benchmarking	A measurable standard relating to performance in an activity, function or process.
Best Practice:	A process of comparing performance in designated functions or operations within the organisation (internal) or in similar organisations (external) or dissimilar organisations (functional) which are considered “best” in the particular function under review
Continuous Improvement	To be the best in each area of the organisation's activity. This incorporates such things as continuous improvement, performance measurement, benchmarking and team based approaches to problem solving and decision making with customers (ratepayers/clients) as the primary focus.
Community Services Employees	Employees engaged 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 are primarily concerned with the social and living standards in the community.

Community Support Worker	Employees engaged to provide general home care, personal care, or respite care services.
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).
Council	Murrindindi Shire Council, or its successor as constituted under the Local Government Act 1989.
CPI	Consumer Price Index. *CPI will be taken to mean the 'All Groups CPI'. CPI will be based on the preceding September figure, and will apply from the first full pay period of the calendar year over the life of the Agreement.
Enterprise Agreement	An Agreement certified by the Fair Work Commission (FWC) Once certified it has the same legal status as an Award (i.e. it sets out some of the terms and conditions of employment). Where Council's operations are at a level of efficiency and cost effectiveness, which compares favourably, for the same level and standard of service provided by external providers in the community. This ensures the Council can realistically compete in a tendering process for the opportunity to provide the service.
Employee	All employees employed by Murrindindi Shire Council
Employer	Murrindindi Shire Council
Enterprise Bargaining	The process which employers and employees use to negotiate pay and employment conditions for their workplace and which results in an enterprise agreement.
Gross Combination Mass (GCM)	The total mass of a vehicle (GVM) and in addition the gross mass of any towed plant or equipment.
Immediate Family	A spouse (of any gender), de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner; or a member of the employee's household.
Inspectorial Employees	Employees employed as: By-Laws Officer Local Laws Officer; or Other Inspector however titled.
Meal Break	An unpaid break of between 30 minutes and one hour as agreed

	by the employer.
Ordinary Rate	The weekly salary rate received by the Employee and is comprised of the wage prescribed for the classification and level (as per clause 10.3 Salaries) and the Industry Allowance (clause 25.4) where applicable.
Permanent overtime	Refers to overtime hours that are required to be worked every week as part of the employee's normal permanent hours.
Physical/Community Services Employees	Physical/Community Services Employees may be Band 1-5 in accordance with SCHEDULE 4:- Classification Definitions. All other employees may be Band 3-8 in accordance with SCHEDULE 4 – Classification Definitions
Recognised Meal Time	The period between noon and 2pm when lunch is generally taken and between 5pm and 7pm when dinner is generally taken.
Recreation Centre	An establishment at which one or more, or any combination, 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/historic activities; or such other similar activities provided in the public interest.
Rest Period	Break between periods of work (e.g. successive or shifts)
Satisfactory Evidence	Principal evidence required for medical leave is a medical certificate. A statutory declaration or other satisfactory evidence is permissible if a medical certificate is not able to be obtained. Satisfactory evidence must be able to satisfy a reasonable person that the leave is in accordance with the relevant leave category.
Serious illness	A serious illness or personal injury that poses a serious threat to the life of the employee or an immediate family member.
Seven Day Shift Worker	For the purposes of Section 87(1)(b) or the Fair Work Act, a shift Worker is an employee who may be rostered to work any day of the week. The rosters will include Day, Evening and Night Shifts and employees will rotate between those shifts
Tea Break	Is a rest interval provided for morning or afternoon tea.

PART 2 CONSULTATION AND DISPUTE RESOLUTION

4. INTRODUCTION OF CHANGE/CONSULTATION

4.1 Employers Duty to Notify

Council will notify relevant employees if

- a) it is making a decision to introduce a major change to production, program, organisation, structure, technology or outsourcing a service, 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.

4.2 Introducing major change (4.1a)

4.2.1 Where an employer is making a decision to introduce major changes described the employer shall notify the relevant employees who may be affected by the proposed changes.

4.2.2 "Significant effects" include decisions that result in the termination of the employment of employees; 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; outsourcing a service, 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 the award makes provision for alteration of any of the matters referred to herein an alteration shall not be deemed to have a significant effect.

4.2.3 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 to notify, to discuss and to allow appointment of a representative are taken not to apply.

4.3 Employer's Duty to Discuss Change

4.3.1 The employer shall discuss with the relevant employees and the relevant union or other nominated representatives, the introduction of the changes referred to in Clause 4.1a, the effects the changes are likely to have on employees, measures to avoid and lessen the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees or nominated representative in relation to the changes The discussions shall commence as early as is reasonably practicable in the process of making a definite decision to make the changes referred to in Clause 4.1a.

4.3.2 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union or other nominated representatives, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other related matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be adverse to the employer's interests.

4.4 Change to regular roster or ordinary hours of work (4.1b)

4.4.1 For a change to regular roster or ordinary hours the employer shall notify the relevant employees of the proposed change, and

- a) as soon as practicable after proposing to introduce the change, the employer will discuss with the relevant employees the introduction of the change; and for the purposes of the discussion—provide to the relevant employees all relevant information in writing about the change including the nature of the change; information about what the employer reasonably believes will be the effects of the change on the employees; and information on any other related matters that are likely to affect the employees; and
- b) 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).

4.5 Procedural fairness

In the event of either change (4.1 a or b):

- 4.5.1 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 4.5.2 If a relevant employee(s) appoint(s), a union or representative for the purposes of consultation; and the employee or employees advise Council of the identity of the representative; then Council must recognise the representative.
- 4.5.3 Council is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.5.4 Council must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

5. DISPUTE RESOLUTION PROCEDURE

5.1 Disputes covered

If a dispute relates to:

- a) a matter arising under this Agreement; or
- b) the National employment standards (NES);

this term set out procedures to settle the dispute.

5.2 Procedure

- 5.2.1 A dispute may arise between the employer and any employee in respect of the application of this Agreement or between the parties to this Agreement relating to matters covered by this Agreement.
- 5.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 5.2.3 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.
- 5.2.4 If discussions at the workplace level do not resolve the matter(s) in dispute a party to the dispute may refer the matter to the Fair Work Commission (FWC).

5.3 Fair Work Commission

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

- a) 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
- b) 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 Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

5.3.2 While the parties are trying to resolve the dispute using the procedures in this term an employee must continue to perform normal work unless there is a reasonable concern about an imminent risk to personal health or safety; or must comply with a direction given by the employer to perform other available work at the same or at another workplace, unless the work is not safe; applicable occupational health and safety legislation would not permit the work to be performed; the work is not appropriate for the employee to perform or there are other reasonable grounds for the employee to refuse to comply with the direction.

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

PART 3 EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

6. EMPLOYMENT CATEGORIES

6.1 Employment Type

Employees will be employed in one of the employment types listed in the table below. The employer will inform each employee of their employment type at the time of engagement. Any variation to the employment type will be agreed by both parties in writing.

Type	Definition / Requirements
Full time	A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.

<p>Part time</p>	<p>A part-time employee is an employee who:</p> <ul style="list-style-type: none"> • is engaged to work less than the full-time hours of 38 ordinary hours per week; • has reasonably predictable hours of work; and • receives, on a pro-rata basis, relevant pay and conditions. <p>At the time of engagement, the employer and employee will agree in writing on</p> <ul style="list-style-type: none"> • a regular pattern of work, specifying the hours worked in each day, which days of the week the employee will work and where practicable the actual start and finishing times each day, or • engagement 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). <p>With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on any shift.</p>
<p>Casual</p>	<p>A casual employee is an employee who is engaged in relieving work or work of an ad hoc or unexpected nature and who is engaged and paid by the hour (minimum 1 hour), but does not include an employee who could properly be classified as a full-time or part-time employee.</p> <p>Casual employees will be paid 125% of the hourly rate which a full-time employee would receive if that employee was performing the duties. A casual employee will not be entitled to any pro rata annual leave, personal/sick leave or public holidays.</p> <p>The services of a casual employee may be terminated by either the employee or the employer with one day's notice or by the payment or forfeiture of one day's salary.</p> <p>The employer must not fail to re-engage a casual employee because:</p> <ul style="list-style-type: none"> • the employee or employee's spouse is pregnant; or • the employee is or has been immediately absent on parental leave. <p>An eligible casual employee may convert to a permanent position as described in clause 6.3</p>

6.2 Employment Basis

Employees will be employed in one of the categories of employment basis listed in the table below. The employer will inform each employee of their employment basis

at the time of engagement. Any variation to the employment basis will be agreed by both parties in writing.

Basis	Definition / Requirements
Permanent	A permanent employee is an employee who is engaged on either a full or part-time basis on an ongoing basis and with no fixed end date.
Temporary	A temporary employee may be engaged to work on either a full or part time basis : <ul style="list-style-type: none"> • In a position which is temporary in nature for a specified period of time and/or; • For a specific project, task or tasks; or • To relieve a vacant position arising from an employee taking leave; or • To address identifiable peak workloads. • Council will not dispense with a permanent position for the purpose of creating temporary position(s).
Casual	As defined under clause 6.1.

6.3 Casual conversion

6.3.1 Right to request casual conversion

A casual employee may request their employment be converted to full-time or part-time employment if the employee:

- has been employed for six calendar months provided that by agreement between the parties, the employer may extend this to 12 months; and
- has worked a pattern of hours on an ongoing basis which, without significant adjustment, could continue to be performed on a full-time or part-time basis; and
- makes the request in writing.

If Council accepts the request the agreement must be recorded in writing including the date from which the conversion will take effect.

6.3.2 Refusing Casual Conversion Requests

Council may refuse a request for casual conversion if:

- a significant adjustment to the employee's hours of work would need to be made to accommodate them in full-time or part-time employment; or
- It is known or reasonably foreseeable that the casual employee's position will cease to exist within the next 12 months; or

- The casual employee's hours of work will significantly change or be reduced within the next 12 months; or
- On other reasonable grounds based on facts which are known or reasonably foreseeable

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

If the employee does not accept the refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 5.

6.3.3 Notification

Council will provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.

Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits Council to require a regular casual employee to convert.

6.4 Position Descriptions

Upon engagement, employees will be provided with a position description which will be reviewed by the employer in consultation with the employee at least annually. The position description will clearly identify as a minimum:

- the accountability and extent of authority of the position;
- the level of judgment 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.

6.5 Location

6.5.1 Starting point

Upon engagement, every employee will be given a starting point for the commencement of their daily work.

For Community Support Workers the starting point will be the premises of the first client of the day or as otherwise agreed.

6.5.2 Murrindindi Library and Customer Service Officers

Notwithstanding 6.5.1 Murrindindi Library and Customer Service Officers may be engaged at other branches/service points and have other starting or finishing points as required to meet organisational need, provided that any unreasonable disadvantage is compensated by payment of the travel costs (Clause 15).

6.5.3 Variation to starting and finishing

In an effort to gain more productive hours per working day, employees, by agreement, may be required to start and finish on the job.

At the request of the designated Supervisor or Manager, any employee may be required to start and/or finish at the point of work depending on the task at hand. Employees may be provided with a council vehicle.

In the event that a council vehicle cannot be provided, a travel arrangement shall be paid as per Clause 15 or the applicable Schedule.

In the event that a commitment should interfere with the employee's ability to start and finish on the job, other arrangements shall be made through mutual agreement between both parties.

6.6 Relocation

6.6.1 The employer may direct the employee to relocate to an alternative base of employment, providing that the direction is:

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

6.6.2 If an employee is required by management to be transferred to an alternative base of employment within the municipal district, management shall give the employee a minimum of 3 months notice in writing.

This clause does not apply in the event of emergency or serious business interruption under the Business Continuity Plan where a work site is not available for use for an extended period.

6.6.3 Where an employee is required to relocate to an alternative place of employment prior to the expiry of the 3 month notice period, the employee shall be compensated for reasonable excess travelling expenses, as outlined below in Clause 6.6.4 for the period between the movement and the expiry of the notice period, provided that the excess distance travelled is more than 5 kilometres to that previously travelled.

6.6.4 Notice of relocation can be provided as part of the initial notification referred to in clause 6.6.3 or at any time during the 3-month notice period.

Employees involved in relocation as described in 6.6.3 may work flexible commencement and completion times in order to accommodate additional travel time due to relocation.

Wherever possible a Council vehicle will be provided during the period of relocation as defined in Clause 6.6.3. Should an employee use their own car vehicle, mileage rates for vehicle use will apply.

6.6.5 Should an employee experience significant disadvantage or hardship due to relocation, the parties must discuss the following

- a) Training
- b) Relocation expenses
- c) Compensation
- d) Other options

Any claims of hardship or disadvantage should be made within 3 months of the commencement of relocation.

6.7 Work from home

6.7.1 To achieve organisational and personal goals the Council will provide opportunity for employees to undertake some work responsibilities from their homes.

6.7.2 Positions identified as being suitable for providing some work away from the office will have the following characteristics:

- The nature of the work is compatible with it being undertaken away from the office
- Consideration of the impact on organisational and service team outcomes has been included in the decision.
- Consideration will also be given to:
 - Equal employment opportunity
 - Occupational health and safety issues
 - Service and productivity requirements
 - Efficiency
 - Individual needs
 - Supervisory capacity

6.7.3 Work related expenses will be met by Council. The provision of capital equipment that may be necessary to achieve an agreed outcome shall be subject to the particular equipment needs of the organisation and shall only be provided by Council where purchase/supply of such equipment meets the overall objectives of Council's operations.

6.8 Job Share

Job sharing refers to the situation where two employees share the responsibility of a full time position.

Employees may make application to management to reduce their hours of work to the level and work pattern of their choice by a job share arrangement provided two

months written notice is given. In notification the employee shall clearly indicate whether the job share is for a fixed period or permanent.

All applications for job share must be approved by the General Manager in consultation with the employee's manager.

Management will consider each case on its merits and reserves the right to refuse an application if it is likely to effect the achievement of service team or organisational objectives or place undue pressure on resourcing.

Where management identify that opportunity exists for a position to be job share, such opportunity will be reflected in advertising the position internally and externally.

6.9 Uniform and personal protective equipment (PPE)

Where a uniform is required to be worn the employer will provide the employee with the uniform. Where an employee performs duties that require PPE, including clothing, the employer will provide the employee with the required PPE.

Uniforms and PPE provided remain the property of the employer and will be returned by the employee upon request on termination.

6.10 Incidental and Peripheral Duties

An employee may be required to perform duties that are incidental or peripheral to the employee's major task(s).

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

7. WORKPLACE PROTECTIONS

7.1 Equal Opportunity

The Murrindindi Shire Council will work towards achieving and maintaining a discrimination and harassment free workplace, which will provide equity of access to career progression training and other activities as appropriate.

The Consultative Committee will monitor the implementation of State and Federal Equal Opportunity legislation within the organisation.

The Consultative Committee will have a role in the drafting of Equal Opportunity policies and procedures, including a confidential complaints procedure, meet the objectives of the relevant Acts.

The Parties recognise that all employees can continue to work beyond the age of 65. It is agreed that all employees beyond 65 years shall not be disadvantaged and will continue to receive all terms and conditions applicable to employees under 65 subject to the relevant Federal and State legislation and regulation relating to employment, WorkCover and superannuation (including Trustees Rules and Trust Deed relating to membership of the Local Authorities Superannuation Fund).

7.2 Discipline

The employer will ensure that it has a clearly documented and published disciplinary policy.

When disciplining any employee or investigating any concern or allegation about an employee's work performance, the employer will adhere to the principles of natural justice and procedural fairness.

Where the disciplinary matter concerns work performance, the policy will provide for adequate on-going supervision and support and will document the agreed timeframe for work performance improvements.

7.3 Electronic communication rights with union

Individual employees of the Council have the right to use the corporate email system to communicate with their union and workplace representatives on individual matters pertaining to their employment with the Council.

Employees also have the right to use their office computer during business hours to access the official Internet site of their union providing this right is exercised reasonably and does not interfere with their work responsibilities.

In applying these clauses, the parties recognise that all messages communicated on the councils corporate email system remain the property of the council and as such employees should not expect to have complete privacy when using the councils email or internet facilities.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 OH&S Framework

The parties agree that occupational health and safety is an organisational priority and recognises a mutual responsibility to comply with the *Occupational Health and Safety Act 2004* and relevant regulations and codes of practice.

The employer will provide the necessary equipment and training to enhance occupational health and safety, and will:

Take all necessary and practical steps to provide and maintain a healthy and safe workplace environment free of harassment

Consult with relevant employees and occupational health and safety representatives in the work place in relation to "work changes" and when selecting plant, equipment and substances with the aim of eliminating or reducing hazards at the workplace.

Introduce occupational health and safety training programs aimed at maximising employee input to the identification assessment and control of hazards.

Provide an effective rehabilitation of injured worker and an early return to work program.

Accept and recognise the union as representing employees who are its members for the purposes of sections 29 and 30 of *the Occupational Health and Safety Act 2004(Vic)* namely:

- Negotiating and/or varying designated work groups; and
- Conducting elections for health and safety representatives
- Agree to establish and maintain an Occupational health and safety Committee structure.
- All employees shall work to create and maintain a safe working environment.

8.2 Stress in the workplace

The parties acknowledge the potential human and financial costs of occupational stress and agree to work together to prevent stress related illness.

To this end, the parties will

- Provide support and assistance to people experiencing workplace stress.
- Improve procedures and work practice to minimise stress in the workplace.
- Work together to prevent and/or resolve workplace conflict.

8.3 Occupational Rehabilitation

Where the injury/illness is compensatable under the Accident Compensation Act, the provisions of the Act will apply.

Where the provisions of the Act do not apply Council will, with the employee's agreement, pursue the following objectives:

- Ensure that any employee who is injured is given early access to occupational rehabilitation.
- Ensure a co-operative team approach to the rehabilitation program between the injured employee, managers, supervisors, medical practitioners and rehabilitation providers
- Promote a working environment that is supportive and conducive to an early and safe return to work
- To return an employee to his/her pre-injury position wherever possible.
- To provide alternative modified or restricted duties to facilitate return to work.
- To assist any injured employee who is unable to return to gainful employment in developing a constructive lifestyle using appropriate community resources

9. STAFF DEVELOPMENT

9.1 Performance coaching and staff development

Council recognises that a happy and motivated workforce will perform at a much higher level than a dissatisfied one and that improved relationships can best be

achieved through regular communication and mentoring between managers and employees.

To that end the parties agree to take part in a performance coaching process, twice a year as a minimum, in order to assist employees to:

- Know how their role helps achieve the overall organisational mission and vision
- Feel they have control over their work
- Be clear about what they are responsible for and have the required authority to achieve what is required.
- Communicate regularly and effectively with their manager
- Identify opportunities for training and skill development.

Performance Coaching should occur as a regular part of the supervisor/employee relationship.

The Council commits to providing the opportunity and resources for all employees to participate in the performance coaching process.

9.2 Staff Training

Council is committed to the provision of quality training for employees. Council recognises the importance of training in the achievement of career paths, and the importance of training to both the individual employee and the organisation as a whole.

Council will provide employees with the opportunity to undertake training that is identified and mutually agreed through the performance coaching process.

Training will be formal and accredited where appropriate and may be provided both on and off the job.

Employees and service teams will have the opportunity and information necessary to identify their training needs, including information on available training courses and budgets.

Successful completion of training may lead employees to undertake increased responsibilities within the organisation.

Employees with identified skills may be asked to train other employees within the organisation.

Council will pay travel expenses, but not travel time outside the employee's ordinary hours to attend training, except for compulsory training, as approved by the Manager. Travel expenses must be approved in advance.

9.3 Induction program for new employees

The employer shall provide all new employees an induction program, within one week of their commencement. The employer will provide time for the relevant workplace representative to be involved in the induction.

Council agrees to provide any new employee with the name and contact details of the local workplace representative.

9.4 Study assistance

Council employees are encouraged to undertake an external course of study for the benefit of themselves and council. This study will be taken at the discretion of the employee and is not professional development needed by the person to fulfil requirements of a current position.

Employees undertaking a course of tertiary study may be entitled to study assistance if:

- The employee is a permanent employee of Murrindindi Shire Council.
- The study is relevant to the employee's current position or career opportunities within the council but not training identified as being essential for performance of the employee's current duties.
- The study is undertaken with an accredited tertiary training provider.

9.4.1 Financial Assistance

Council may contribute up to half of the enrolment and course fees, up to a limit of \$3500 per financial year (pro-rata for part time employees) inclusive of any Fringe Benefits Tax payable.

All other expenses associated with the study, including travel costs, are to be met by the employee.

The employee will be reimbursed the contribution to enrolment and course fees upon satisfactory completion of each unit of study. In cases of financial hardship, an employee may apply to have payment made directly to the educational institution.

If the course of study is not completed the employee may be required to repay the study assistance granted. This will be at the discretion of the CEO.

9.4.2 Leave for study purposes

Employees with approved study assistance will be entitled to a maximum of five hours leave per week to attend lectures or tutorials. Half of this leave can be taken as paid leave with the balance to be taken as time off in lieu. Pro rata entitlements will apply to part time employees.

Employees with approved study assistance will be entitled to a maximum of 2.5 days paid leave per semester to prepare for or attend examinations or other compulsory course related requirements. Pro rata entitlements will apply to part time employees.

Other forms of leave may be granted including annual leave, leave without pay, 48/52, scheduled RDOs or time off in lieu for study related purposes, subject to the operational requirements of the Council and the employee's work unit.

9.4.3 Flexible work arrangements for study

Flexible work arrangements may be available to accommodate course-related commitments if it is impossible for an employee to complete these outside work hours.

9.4.4 Applications and approval

The employee's department manager must receive applications for study assistance, on the correct pro-forma, at least two months prior to enrolment.

The manager must obtain budget approval for the granting of study assistance from the Coordinator Human Resources

The manager must provide written notice to the employee of the decision to grant or refuse study assistance within one month of the application.

An application for assistance can be refused or the assistance provided limited, on any of the following grounds:

- The criteria for assistance as stated in this clause have not been satisfied
- The level of assistance sought would have an adverse impact on budget, staffing or the operational requirements of the employee's work unit
- The financial resources required have not been identified in the annual budget.

Approval for study assistance will be for the entire course subject to proof of satisfactory progress being made each semester and budget.

Retrospective applications will not be considered.

9.5 Workplace representative rights and union training

9.5.1 All nominated workplace representatives shall be entitled to 10 days per year paid union training leave for courses conducted by the Trade Union Training Association or relevant union.

All nominated equal employment Opportunity and Occupational Health and Safety Representatives shall be entitled to 5 days per year paid union training leave.

All other employees may make application for paid union training leave provided that such training is related to the roles described in this clause

9.5.2 The training described in Clauses 9.5.1 will only be granted provided:

- There is no additional cost to the council over and above the hours of training leave and travel costs as prescribed under clause 9.2 involving the replacement of absent employees where required.
- Reasonable notice is given in writing of the length, nature and locations of the training.
- The granting of such leave shall not unduly affect Council operations; and
- The training shall contribute to a better understanding of employer-employee relations.

- 9.5.3 All delegates who hold elected union positions shall be entitled to paid leave to attend union conferences and meetings, as part of their 10 day entitlement.
- 9.5.4 All workplace representatives shall be entitled to devote sufficient time to address workplace issues in accordance with their role.

PART 4 TERMINATION OF EMPLOYMENT

10. NOTICE OF TERMINATION

10.1 Notice

In order to terminate the employment of a full-time or part-time employee, the employer will give to the employee a 4-week period of notice.

In addition employees over 45 years of age at the time of giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified in part payment in lieu thereof.

In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

The period of notice in this clause will not apply in the case of dismissal for gross misconduct.

Any period of employment as an apprentice or trainee will also be excluded in determining continuous service (as defined in Clause 3.8).

10.2 Time off work during the period of notice

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

10.3 Notice of termination by employee

The notice of termination required to be given by an employee will be the same as that required of an employer, save and except that there will be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

11. REDEPLOYMENT/ RETRAINING/ REDUNDANCY

The parties acknowledge that, from time to time, due to the changing nature of work at the Murrindindi Shire Council, some positions may become redundant. It is the primary aim of the parties that every effort will be made to redeploy and retain employees in such circumstances.

To this end the objectives of this clause are to:

- Provide for a process of redeployment and retraining in the event that an employee's position is abolished
- Provide for redundancy payments for an employee whose employment is terminated as a result of an office or position being abolished.

11.1 Definitions

11.1.1 In this clause the following definitions apply:

- a) 'Service' means continuous service by an employee with a municipality and any other period during which the employee was employed by a Victorian municipality, but where there has been an interruption of more than 12 months between such periods of employment, or where any retrenchment payments have been made in respect of that previous service, any period prior to that interruption or payment shall be disregarded.
- b) 'Redundancy' occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

11.2 Redeployment / Retraining

11.2.1 The parties are committed to, wherever possible, redeploying any employee whose position has been made redundant.

11.2.2 The emphasis will be on redeployment to another position at the same classification and wage/salary level that applied to the position the employee held prior to redeployment, and where the employee is capable of performing the duties of the position according to their skill level and competencies. Employees offered redeployment will consider such offers in good faith.

11.2.3 All vacant positions will be identified by Council. Redeployment will have precedence when filling a vacant position at the same or lower classifications.

11.2.4 Management will provide the employee with the position description and any supporting documentation to consider any offer of redeployment.

11.2.5 An employee may be redeployed to a position where they do 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 the council.

11.2.6 Should tertiary education be required, the payment of such costs will be negotiated between the parties consistent with Study Assistance provisions.

11.2.7 Where redeployment is offered to a position at a lower classification or salary/wage, and this is not acceptable to an employee, redundancy payments in accordance with Clause 11.3 will be payable.

11.2.8 Where an employee accepts a position at a lower classification or salary/wage

than that applicable to their position prior to redeployment, the Council shall maintain the higher wage/salary rate, including any regular allowances, permanent overtime and any residual over award payments that existed at the time of redeployment for a period of 6 months or for a period of 2 weeks for each completed year of service up to 48 weeks, whichever is the greater.

- 11.2.9 Where an employee accepts redeployment to another position, a maximum trial period of 3 calendar months will apply.
- 11.2.10 If the trial redeployment is satisfactory to the parties Council will offer permanent redeployment to the employee concerned. The offer will be in writing and the employee shall have seven working days to consider the offer of permanency.
- 11.2.11 On advice from the employee of non-acceptance to this offer of permanency, or after the 3 month period it is agreed by the parties that the employee is unsuitable for the position, the employee will either be offered further redeployment or be compulsorily made redundant, with the redundancy payment due to the employee reduced by the salary received during the trial period served.
- 11.2.12 An employee who has refused two fair and reasonable offers of trial redeployment will be compulsorily made redundant without lump sum payments applying.
- 11.2.13 'Reasonable' shall be determined in relation to the employees existing salary and conditions, the extent of duties and responsibilities and qualifications required to perform the tasks.
- 11.2.14 Any dispute as to what constitutes fair and reasonable redeployment will be resolved using the dispute resolution procedures of this Agreement.

11.3 Redundancy

- 11.3.1 While redeployment and retraining is the primary objective of the parties, in some circumstances redundancy may occur. The following payments will be made in the event of an employee being made redundant:
- a) Four weeks' notice or payment in lieu of notice plus, for employees over 45 years of age at the time being made redundant with not less than 2 years continuous service, an additional two weeks payment in lieu of notice will be made.
 - b) Severance pay calculated on the basis of two weeks for each completed year of service to a maximum of 60 weeks.
 - c) A lump sum payment of \$6,000.
- 11.3.2 A payment for the loss of motor vehicle usage as follows:
- a) Where a motor vehicle is provided as part of an employee's salary package under an annualized salary agreement, senior executive officer agreement or fixed term senior officer agreement, the value of the vehicle as stated in the agreement shall form part of the employee's "rate of pay" for the purposes of determining the payment to be made pursuant to 11.3.1 above;
 - b) Payment for the loss of an over award payment such motor vehicle usage will be determined by the value specified in the officer's contract of employment or annualised salary agreement.

- 11.3.3 If the employee has more than five years service at the date of redundancy and is not entitled to payment for pro rata long service leave in accordance with the Act or the relevant regulation, an ex-gratia payment equivalent to pro rata long service leave shall be paid.
- 11.3.4 Payments as defined in Clause 11.3.1 are based on an employees ordinary time earnings which is the payment the employee receives for working their normal hours of employment and includes regular allowances, permanent overtime and any residual over award payments. Where the employee received an end of band payment in the preceding 12 months, the value of the payment expressed as an hourly rate will be included for the purpose of this clause.
- 11.3.5 Permanent part time employees are entitled to appropriate redundancy benefits on a pro rata basis. Where the part time employment varies from a week-by-week basis, the pro rata calculation will be based upon the average of the preceding twelve months.

11.4 Outplacement

A sum of up to \$3,000 shall be available to employees for outplacement services (that being services to assist in the training and re-employment of individuals made redundant). Such services are to be provided by a recognised provider of outplacement related services as agreed by management and the employee. The amount shall be paid directly to the provider of the service. Provision of outplacement support will be provided up to a maximum of six (6) months from the date of redundancy.

11.5 Voluntary Redundancy

Where a position is identified as being surplus within a work group expression of interest, from within that work group, will be called to accept redundancy. Such redundancies will be agreed by the management prior to acceptance.

Where, following expression of interest, no one volunteers for redundancy the decision to nominate specific people for redundancy shall be made by the General Manager and manager of the effected department.

Where, following expressions of interest, there are more volunteers for redundancy than there are position to be made redundant, the final decision shall rest with the General Manager and Manager of the effected department.

Where the provisions of this clause apply Clause 11.3 will take effect.

Prior to calling for expression of interest for redundancy all attempts shall be made to re-deploy the person in accordance with Clause 11.2

11.6 Exclusion

Redundancy provisions do not apply to certain employees such as fixed term employees, trainees, apprentices and some casuals as specified in s123 of Fairwork Act.

12. ABANDONMENT OF EMPLOYMENT

An employee who has been absent for a period of ten working days, without the consent of the employer, and who has not established to the satisfaction of the employer that they were absent for reasonable cause, will be deemed to have abandoned their employment without notice.

The employer will make a reasonable effort to contact the employee before the employment is terminated under this clause.

13. TRANSFER OF BUSINESS

13.1 Terms of transfer

Where a business or part of a business is transferred from the Council to another employer (“the transferee”), council will ensure that the terms and conditions of employment for any transferred employee are no less favourable by:

- 13.1.1 Including in any specifications, that minimum standards will apply to transferred staff in accordance with appropriate awards as detailed in the definition of Award as contained within this Agreement, or other agreements under seal.
- 13.1.2 Ensuring the continuity of the employment of the employee is deemed not to have been broken by reason of such transfer.
- 13.1.3 Ensuring transferred employees are not disadvantaged in so far as compulsory employer contributions to superannuation and employee choice of superannuation fund are concerned.
- 13.1.4 Paying any outstanding leave entitlements, including Annual Leave and Long Service Leave entitlements to those employees who transfer to the transferee if so requested.
- 13.1.5 Paying Annual Leave and Long Service Leave greater than 5 years and less than 10 years upon request with the proviso that such a payment causes a break in the continuity of service for that leave. Alternatively, Leave will be transferred to the transferee.
- 13.1.6 Transferring accumulated Sick Leave entitlements to a maximum of 30 days to the transferee. This will include a requirement that all staff receive a statement of all accumulated leave entitlements at the date of the transfer. Where possible Council will cause a condition to be included in the contract specifications that the transferee must accept that these entitlements are transferred with the employees. The transferee must commit to honour these entitlements as a condition of the Contract.
- 13.1.7 Ensuring that if the employee who does not transfer to the transferee will be paid an All Purpose Redundancy according to Clause 11 of this Agreement;
- 13.1.8 In this clause “business” includes trade, process, business or occupation and included part of any such business and “transfer” includes transfer, conveyance, assignment, or success whether by agreement or by operation of law and “transferred” has a corresponding meaning.

PART 5. WAGES AND RELATED MATTERS

14. CLASSIFICATION

14.1 Banded Employees

Positions will be classified in accordance with the classifications definitions and structure set out SCHEDULE 5:- Classification Definitions.

An employee can request to have their position classification reviewed by the employer if it is considered to be incorrect.

Reclassification is based on a significant change to the level of these factors in a position description, based on the requirements of the position and operational needs of the organisation.

14.2 Senior executive officers

An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified in SCHEDULE 5:- Classification Definitions.

The employer and a Senior Executive Officer may enter into a salary agreement which is in writing and signed by both parties, and 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 obligations under this Agreement had been met, taking account of the value of the provision of matters not comprehended by the agreement such as private use of an employer provided motor vehicle;
- an annual review of the agreement;
- details of any salary package arrangements;
- details of any other non-salary benefits provided to the employee;
- details of any performance pay arrangements and performance measurement indicators;
- the involvement of an employee nominated representative;
- the salary for the purposes of accident make up pay.

The salary agreement, providing the above requirements are met, may specify that the following clauses do not apply:

Clause No.	Title
15	Allowances and expenses
18	Overtime
17	Call back and availability
19.4	Annual leave loading

An employee appointed as a senior executive officer who is also a senior officer as defined by the *Local Government Act 1989 (Victoria)* or its successor may be employed under a maximum term contract as required by that Act.

14.3 Salaries

Employees' salary increases will be paid in accordance with the table below.

Date of effect	Increase %	Amount per week
2 January 2018	1.85%	\$27
2 January 2019	1.85%	\$27
2 January 2020	1.85%	\$27

Pay increases will be effective on the date of the certification of the Agreement, or on the 12 month anniversary date of the last payment under the previous Agreement whichever is the earlier, providing this date is no earlier than the nominal expiry date of the previous Agreement.

14.4 Annualised salaries

The employer and employee may agree to pay an employee at an annualised rate, which is made up of applicable salary rate for the Band level plus an additional amount (the ASA). The ASA may provide that the provisions of the following clauses do not apply:

Clause No.	Title
15	Allowances and expenses*
18	Overtime /penalty rates*
18.4	Time off in lieu of overtime
17	Call back and availability*
19.4	Annual leave loading
15.5	Higher duties*

* Additional clauses may be found in the schedules as applicable

The annualised salary must be sufficient to cover what the employee would have been entitled to within the year if all required payments were made. The additional payment may be taken in the form of a non-salary benefit such as an employer provided motor vehicle.

The ASA must be in writing and must be reviewed on an annual basis.

14.5 Annual Review

Council may implement a process, which will provide as a minimum the following broad principles:

- all employees have access to a current position description;
- the development of individual plans as required;

- annual review of plans.

Individual 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;
- training to be undertaken;
- performance objectives required;
- time frame for completion of the plan.

An annual review will be undertaken for all employees (excluding casual employees). The review will be confidential. Employees will be provided with access to any formal review documentation upon request.

The annual review of the Position Description in clause 6.4 may be undertaken at the same or different time to the annual review.

14.6 Increment Progression and End of Band payments

14.6.1 Annual band increments

Eligible employees will be entitled to progress one level within their band each year. Progression will not be automatic and is subject to the achievement of:

- the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer and as determined in the Annual review;
- the meeting of established performance objectives as determined in the annual review process; and
- satisfactory service over the preceding twelve months
- employment within the role for at least six months.

An employee, who has had an absence of paid leave in excess of 3 months in aggregate or any unpaid leave in the preceding 12 months, shall have their assessment delayed by the period of such absence, or be paid pro-rata.

14.6.2 End of Band

The parties agree that employees who have reached the end of their applicable band under this Agreement should be given the opportunity to benefit from an additional annual payment.

The end of band additional payment will be an amount equivalent to \$1000 pro-rata.

Payment of end of band is not automatic and is subject to the same conditions applied to increment progression in 14.6.1

14.6.3 An employee, who is not approved for band increment or end of band payment

through the annual review, may appeal under Council's internal dispute resolution procedures.

14.6.4 Annual band increments and end of band payments will take effect from the first pay date to commence in December.

14.7 Superannuation

14.7.1 Superannuation Guarantee

Council will meet its obligations to pay superannuation under the Superannuation Guarantee (Administration) Act 1992 and related legislation.

An employee may nominate a fund, otherwise contributions will be made to the relevant industry superannuation fund.

Council will enable employees to make additional voluntary contributions to the agreed complying funds by means of wage/salary deduction.

14.7.2 Additional payment

Council will increase superannuation payments to the employee by 1% at the completion of 10 continuous years of service to Murrindindi Shire Council (including its predecessors the Shire of Yea and Alexandra).

Council will increase superannuation payments to the employee by an additional 1% at the completion of 15 continuous years of service to Murrindindi Shire Council (including its predecessors the Shires of Yea and Alexandra).

The total employer contribution to Superannuation payments (superannuation guarantee plus this additional payment) will not exceed 12.5% as Superannuation guarantee payments increase to this level.

14.7.3 Salary sacrificing superannuation

The Council will consider requests to enable employees to enter into salary sacrificing arrangements for the purpose of salary sacrificing voluntary employee contributions to superannuation provided that these arrangements are cost neutral to the Council.

Any salary sacrificing arrangement must be within appropriate legal and administrative guidelines and will be amended to reflect any changes to these guidelines.

The parties recognise that Council does not provide taxation or financial advice and employees should seek such advice at their expense.

Employees seeking to salary sacrifice must provide a completed form to payroll.

Changes may only be made monthly unless opting out of the arrangement which can occur at anytime.

14.8 Payment of wages

Employees will be paid fortnightly or as otherwise agreed by the employer and the employee. Employees will be paid by electronic funds transfer or at the discretion of the employer by cash or cheque.

14.9 Junior wages

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:

Age	% of minimum weekly salary
at 16 years and under	55%
at 17 years	65%
at 18 years	75%
at 19 years	85%
at 20 years	95%

14.10 Trainees

A trainee shall be engaged in accordance with the terms and conditions of employment as prescribed in Schedule D of the *Victorian Local Government Award 2015* (as varied from time to time).

14.11 School-based apprentices

Employment will be as prescribed in Schedule C of the *Victorian Local Government Award 2015* (as varied from time to time).

14.12 Supported wage system

The supported wage system will be implemented in accordance with Schedule B of the *Victorian Local Government Award 2015* (as varied from time to time), provided that the minimum amount is not less than \$110 per week.

15. ALLOWANCES

The following allowances are not indexed.

15.1 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 the employee is appointed by the employer to perform first aid duty.

15.2 Mileage

Where the employer requires the employee to use their own vehicle in or in connection with the performance of their duties, the employee will be paid an allowance for each kilometre of authorised travel as follows:

Allowances must be approved in advance and are fixed at the following rate.

Vehicle Type	Size	Cents per kilometre
Motor Vehicle	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	11.56

15.3 Reimbursement of expenses

All out-of-pocket expenses reasonably incurred by any employee at the direction of the employer, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses and the cost of special protective clothing, incurred in connection to the employee's duties will be paid by the employer.

The employer will reimburse an employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied at the direction of the employer. However, reimbursement need not be made if the employer supplies the tools, instruments or equipment.

The employer may require the employee to present proof of payment prior to the reimbursement.

15.4 Out of hours care expenses

Employees with child or dependant care responsibilities may seek Council financial support where difficulty is experienced due to the requirement to perform duties (including meetings and training) outside normal hours.

The Council will reimburse expenses, including FBT, for the cost of child care or dependant care in cases where the employee is required to attend out of hours meetings or training as part of their Council duties, or to perform any other required Council duties.

Application for reimbursement will be made to the relevant manager or supervisor and must include proof of payment. Reimbursement will not exceed reasonable

rates for the type of care provided. Reimbursement shall be possible regardless of whether the employee is being paid for the extended hours.

15.5 Higher duties/Multi-Skilling

15.5.1 Multiskilling

An employee may be directed to carry out such duties as are within the limits of the employee's skill and consistent with the employer's obligation to provide a safe and healthy working environment.

Where an employee is directed to carry out work within their classification Band or work of a lower Band or work of a higher classification for one day or less, such work will be performed without reduction in salary.

An employee directed by the employer to carry out work with a higher classification for more than one day will be paid at the A Level of the higher classified position.

15.5.2 Higher duties – Senior Officer or Senior Executive Officer

Where the higher classified position is a fixed term Senior Officer contract or Senior Executive Officer Agreement, and the employee undertaking the duties of that position will be paid higher duties, subject to the first clause above, at the rate of 50% of the difference in salaries of the two positions, for periods in excess of 3 months the terms of the higher duties payment will be negotiated between the parties.

15.6 Overtime meal allowance

An employee will be provided with an unpaid Meal Break and a first meal allowance of \$16.53 where the employee is:

- a) required to work overtime continuously from normal working hours providing the work extends until after 6.30pm; or
- b) required to work overtime of four consecutive hours on a non-ordinary work day providing the employee is required to return to work following the Meal Break; or
- c) recalled to work overtime in excess of two continuous hours after leaving the place of employment and is required to commence overtime prior to having a meal at a Recognised Meal Time.

An employee will be provided with a Meal Break and subsequent meal allowance of \$10.31 where the employee is:

- d) required to work an additional four consecutive hours of overtime following the receipt of a first meal allowance and providing the employee is required to return to work following the Meal Break; or

- e) recalled to work overtime in excess of four consecutive hours after leaving the place of employment and is not required to commence overtime prior to having a meal at a Recognised Meal Time.

Where the employee has been advised the day prior that they are required to work overtime then they will not be entitled to the subsequent meal allowance.

The employee and employer may mutually agree for the employee to work continuously without a Meal Break, without loss of the meal allowance.

Where the employee can return to their place of residence for the purpose of taking a Meal Break or the employer provides a suitable meal the meal allowance provided for in this clause does not apply.

15.7 Engineer's Instrument Allowance

The employer will provide the employee with all instruments and equipment required to perform the role. Where the employer provides instruments and equipment they will remain the property of the employer and will be returned by the employee upon termination.

Where it is agreed between the employer and the employee that the employee's engineering instruments or equipment will be used, an annual allowance equivalent to 10% of the replacement value of the instrument or equipment will be paid to the employee.

15.8 Accident make up pay

Council shall be responsible for the payment of accident pay as prescribed under the Workplace Injury Rehabilitation and Compensation Act 2013.as defined below

- "Accident pay" means the difference between the weekly payments paid under the Act and pre-accident average weekly earnings.
- The "prescribed period" means the period commencing on the date of the injury and ending 52 weeks after the injury
- An "eligible employee" shall be an employee who is receiving weekly payments in accordance with the Act
- The "Act" means the Workplace Injury Rehabilitation and Compensation Act 2013.
- "Average weekly earnings" means the employees average weekly earnings calculated in accordance with the following:
 - a) To calculate the average weekly earnings, regard shall be had to the employee's average weekly earnings.
 - b) Over the period of 12 months prior to the date of injury, in respect of an employee who has been employed by Council for less than 12 months.
 - c) Over the period of employment to the date of the injury, in respect of an employee who has been employee who has been employed by Council for less than 12 months.

- d) In determining average weekly earnings, regard shall be had to payments made in respect of overtime work where overtime work was normally performed by the employee prior to the date of injury, but regard shall not be had to any allowance made to compensate an employee for expenses incurred in undertaking the work or travelling to and from a workplace or to compensate the employee for any disability associated with the performance of work.

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.

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.

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 their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the employee was due to retire or 26 weeks whichever is the lesser period.

PART 6. HOURS OF WORK AND RELATED MATTERS

16. ORDINARY HOURS OF WORK AND ROSTERING

16.1 Ordinary hours of work

In accordance with the NES, full time ordinary hours of work are 38 per week.

16.2 Ordinary days and ordinary hours

The ordinary hours and days of work are as listed below:

Role/Work Area	Ordinary Days	Ordinary Spread of Hours
All employees other than those listed below or engaged under special engagement (as per clause 23.2)	Monday - Friday	6:00 am – 9.00 pm
Childcare services	Monday - Friday	6:30 am – 9.00 pm

Community Services employees	Monday – Sunday (5 consecutive days)	Anytime
Infrastructure Operations (Outdoor) employees	Monday - Friday	6.00am - 6.00pm unless varied by agreement for seasonal conditions
Aquatic Facilities	Monday – Sunday Shifts of 7.6 hours maximum; based on fortnightly roster Five (5) continuous days of a seven (7) day week.	6.00am and 9.00pm
Resource Recovery Centres, Landfill and Transfer stations Special engagement loading applies only for those employees engaged on Special Engagement basis to work over weekends.	Monday – Sunday. Shifts of 7.6 hours maximum Five (5) continuous days of a seven (7) day week	7.00am and 7.00pm
Y Water/Visitor Information Centre(s)	Monday – Sunday Five (5) continuous days of a seven (7) day week	7.00am and 7.00pm
Libraries/Service Centres – standard engagement (38 hour week employees)	Monday - Friday	6:00 am – 9:00 pm
Libraries/Service Centres (35 hour/week employees) Schedule 3	Monday – 12 noon Saturday	Anytime Monday – 12 noon Saturday
Recreation Centres	Monday – Sunday (5 days)	Anytime

The start and finish time of work on any day within the spread of hours will be determined by the employer according to work requirements from time to time.

Earlier start or later finish times within the ordinary spread of hours may be agreed between the employee and the employer beyond the spread of hours. The employee and the employer, after consultation, may enter into a written agreement to change the ordinary hours of duty to be worked at any time on any days Monday to Friday.

Employees may be required to work in accordance with the hours specified in the work centre or location irrespective of the spread of hours as listed above.

16.3 Arrangement of hours

- 16.3.1 By written agreement between an employer and employee, the ordinary hours per week can be an average of 38 hours per week but not exceeding 152 hours in a four week period.
- 16.3.2 The parties agree that working hours may be extended from time to time subject to the following provisions:
- The ordinary working day may comprise as few as 6 hours or as many as 10 working hours, providing that not more than two consecutive 10-hour days are worked in any one week.
 - Extra hours worked must be mutually agreed between the employee and their supervisor or manager prior to the hours being worked.
 - The parties agree that where the employee initiates or by mutual agreement agrees to working extra hours within the ordinary span of hours, the extra hours worked will be taken as time-off on an hour for hour basis, such that on average, the employee works 152 hours in a 4 week cycle.
 - Where practicable, employees should be given one days notice of the requirement to work extra hours.
 - Where the supervisor requires extra hours to be worked the employee will either take time-off at a mutually agreeable time equivalent to one and a half times the hours worked, or if preferred by the employee, will be paid for the extra hours at the appropriate overtime penalty rate.
 - Unless where otherwise mutually agreed, where such accrued time in lieu has not been taken within the 28 day period, time will be paid in accordance with the overtime rate of pay which applied on the day the overtime was worked.
- 16.3.3 HACC employees will be rostered to minimum one hour shifts in line with Clause 6.1
- 16.3.4 The parties agree that each functional area within the organisation shall be serviced by at least one employee during morning/afternoon tea breaks and lunchtimes. Should the functional area contain only one employee or during periods when other employees in the area are on leave, leaving only one employee to service the area then this provision shall not apply.

16.4 Issues specific to Maternal & Child Health

16.4.1 Maternal and Child Health Nurse Allowances

Nurse's qualification allowance is incorporated into the agreed pay rates for years 1, 2, 3 and 4.

16.4.2 Workloads

Current Maternal and Child Health (MCH) staffing levels shall be maintained to ensure that a MCH Nurse will not be allocated birth enrolments in excess of 110 per EFT. This staffing workload recognises that MCH nurses deliver the Council's immunisation program. Additional relief staffing will be provided where enrolments exceed 110 per EFT where practicable and possible given the availability of qualified staff.

16.4.3 Immunisation Nurses

In recognition of the scope of practice for immunisation nurses, the hourly rate for immunisation nurses will be paid line with Part B.

This rate of pay will apply where a specific session or program is undertaken and the immunisation nurse is used. All opportunistic immunisation carried out by nurses with higher qualifications will be paid at the agreed rate for MCH nurses.

16.5 Individual flexibility agreements

16.5.1 Council recognises that employees may require short-term absences (less than one day) for personal reasons. Accordingly, it will provide employees with flexibility based on mutually agreed short-term absences (less than one day), on the basis of an agreed make-up arrangement for time taken. This is in line with flexible work arrangements outlined in Clause 16.3.2.

16.5.2 Further, an employee may make application to their manager to vary his or her hours of employment (an individual flexibility arrangement) for family reasons on the proviso that the total hours worked must equal the original standard hours. Applications are subject to the Manager's approval and are subject to the operational needs and requirements of the service team and department.

16.5.3 Any individual flexibility arrangements must comply with the requirements of the National Employment Standards (NES) Division 4—Requests for flexible working arrangements. Under these provisions of the NES, an individual flexibility arrangement:

- may apply to matters about when work is performed including overtime rates; penalty rates; allowances; leave loading;
- may not include unlawful matters or result in the employee being worse off
- must meet the genuine needs of the employer and employee and
- must be genuinely agreed to by the employer and employee.

16.5.4 The individual flexibility arrangement must be in writing, include names of the employer and employee; be signed by the parties; include the specific agreed details of the altered arrangement and state the day on which the arrangement commences.

16.5.5 The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing at any time.

16.6 Rosters and changes to rosters

Where an employee works to a roster the ordinary hours of duty are the hours specified for the roster for that day.

Where an employee is required to work according to a roster, the employee will be provided with a minimum of 48 hours' notice of any change to the roster.

If the amount of notice has not been provided the employee will be entitled to payment at overtime rates for all time worked that was not on the roster for the day. The employee will not be eligible for an overtime payment if:

- the alteration to the roster was made by the employee;
- varied by mutual agreement with their supervisor's approval; or
- has come about through circumstances beyond the employer's control for which the employer cannot be reasonably held responsible.

16.7 Rostered days off (RDO) Banking and Flexibility

16.7.1 Accrual

Infrastructure Operations (Outdoor) Employees

Employees will work a standard day of up to 8.5 hours and nine (9) days in a two (2) week period, with a total of 76 hours at ordinary rates in a two (2) week cycle. The tenth day of this period is known as a rostered day off (RDO). Employees will, wherever practical and appropriate, work through to a logical conclusion of any project or function on which they are working, including rest and meal breaks, to ensure that there is a minimum of overlay, duplication, repetition or lost or unproductive time including travel. Every effort should be made to notify supervisors of changes to working arrangements.

All Other employees

All other employees may work 152 hours at ordinary rates over 19 days in a four week period. The twentieth day may be taken as a rostered day off (RDO).

16.7.2 Arrangement

Where a written agreement between Council and an employee provides for a RDO, the RDO may be scheduled on any day Monday to Friday.

Where 48 hours' notice has been provided, an employee may be required to work on their scheduled RDO. Such employees will do so with no additional payment for the day but will be granted equal time off at a mutually agreed time without loss of pay.

In the absence of 48 hours' notice an employee may agree to work on their RDO subject to the conditions which would have prevailed had 48 hours' notice been given.

Failure to grant the equal time off within the following work cycle period, or in the absence of agreement for some other work cycle period, the employee will be paid for the hours worked at the appropriate overtime rate.

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

- made by the employee with mutual agreement by their supervisor, or

- on direction of the employer, where the circumstances are outside the employer's control and the employer could not reasonably be held responsible.

16.7.3 Banking RDOs

RDOs will be taken in the period in which they accrue unless mutually agreed. Banking may occur.

To improve efficiency and maximise productivity during periods of peak workload, by agreement with the relevant manager and the employees concerned, RDOs may be banked up to a total of 3 days.

Banked RDOs are not to be taken during peak workload periods and may be taken consecutively with periods of Annual Leave with the approval of the relevant Manager.

Employees are required to take all accrued RDOs by 30 June each year. Where all RDOs have not been taken by this date, due to unforeseen workload commitments, the balance may be rolled-over into the subsequent year. Such arrangements will be documented with the payroll office.

If any accrued RDOs are unable to be taken due to unforeseen circumstances including termination, then such accrued RDOs will be paid to the employee at the appropriate ordinary hourly rate, unless other, no less favourable arrangements are made by agreement between the employer and employee.

16.8 Taking of Meal Breaks

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, safety and risk standards.

Where an employee was prevented from taking a scheduled Meal Break, and no unforeseen circumstance apply, an employee will be paid overtime from when the Meal Break was due and until a Meal Break is provided or the end of the days shift, whichever comes first. This provision does not apply in circumstances where the employee at their initiative chose not to take a Meal Break.

17. Shift Work

17.1 Application

The shift work clauses do not apply to the following full time staff:

- Community Services Officers
- Recreation Centre Officers
- Hallkeepers
- Library employees

Shift	Definition(s)	Penalty Rate
Day Shift (Monday to Friday)	Shifts that start at 7:00 am or later	No penalty
Afternoon Shift (Monday to Friday)	Shifts that finish after 9:00pm and at/or before 12 midnight	Ordinary Rate plus 15% penalty
Night Shift (Monday to Friday)	Shifts that begin from/after midnight and finish by 7:30 am [NOTE: This definition and penalty rate is currently allocated for employees engaged in sanitary or garbage collections or disposal only.]	Ordinary Rate plus 20%
Saturdays		Ordinary Rate plus 50% penalty
Sundays		Ordinary Rate plus 100% penalty
Public Holidays		Ordinary Rate plus 150% penalty

17.2 Shift Work Provisions

Employees working shift work will work in accordance with the following provisions:

- Ordinary hours will be as per clause 16.2.
- In accordance with the rosters and changes to rosters clause 16.6
- Shifts may be rotated and worked across seven days a week.
- All shift rosters other than Monday to Friday work will be by agreement with the employee.
- An employee may not be compelled to work shift work provided that the employee will not unreasonably refuse to work shift work. If an employee fails to provide the Employer with an acceptable reason as to why the employee is not prepared to work shift work, then the matter may be dealt with under dispute settling procedures.

18. ON CALL AND AVAILABILITY

18.1 On Call

An employee required to be on call outside ordinary working hours will be paid a weekly On Call Duty Allowance of \$115.13. An employee on call must be able to be contacted and immediately respond to the call.

18.1.1 Remote response

An employee who is in receipt of an on call allowance and available to immediately:

- respond to phone calls or messages;
- provide advice ('phone fixes');
- arrange call out/rosters of other employees; and
- remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.

An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

18.1.2 Call out

Employees who are called out to work will be paid for time worked at the appropriate penalty rate with a minimum payment for one hour. Time reasonably spent getting to and from work will count as time worked.

18.2 Availability

The Employer will nominate an employee for availability. Eligible employees will be paid a weekly Availability allowance of \$221.35. Employees will be continuously available to be recalled to work. Continuously available means the employee:

- will not go where they cannot be contacted by telephone;
- and after having been contacted, can take up duty within 15 minutes.

In addition to the weekly allowance, employees will be eligible for payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent getting to and from work will count as time worked.

18.3 Application of On Call and Availability

The On Call Duty or Availability Allowances will not apply:

- to Physical and Community Services Employees, who are primarily engaged physical delivery of the outdoor services;
- when the overtime is continuous, subject to an appropriate Meal Break, with the commencement or completion of ordinary working hours;
- in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of their normal working hours; or
- where an employee fails to comply with the provisions of the On Call Duty or Availability allowance.

Time worked in these circumstances will not be regarded as overtime for the purposes of this clause when the actual time worked is less than one hour on each occasion.

Where an employee, with the prior agreement of their supervisor, delegates On Call or Availability duty to another employee, then the allowance will be paid pro rata to each employee.

18.4 Rest Period after On Call and Availability

Rest Period after overtime does not apply to an employee who is on On call or Availability.

An employee who works for more than three hours responding to On Call or Availability will be released from duty without loss of pay for ordinary working time occurring during such absence for a period of eight hours.

If on the instructions of the employer, an employee resumes or continues work without having had the eight consecutive hours off, the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This clause shall not apply when the overtime is continuous (subject to reasonable Meal Break) with the completion or commencement of ordinary working hours. Where the overtime is performed within the three hours before the employee's ordinary commencement time, the overtime payment will be for all time from the start of the overtime is performed until the employee's ordinary commencement time.

19. Overtime

Penalty rates for working outside the spread of hours in 16.2 do not apply to employees engaged under the following clauses:

Clause No.	Title
14.2	Senior Executive Officers
17	Shift Work
32.2	Special Engagement

Further, this clause does not apply to employees where it is customary for the employee to return to their place of employment on any day to perform a specific task which is outside their ordinary working hours and the time worked is one hour or less on each occasion.

19.1 Reasonable overtime

An employer may require any employee to work reasonable overtime paid at overtime rates.

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

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

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

19.2 Overtime

Unless otherwise provided, overtime means all work performed at the direction of the employer:

- In excess of the employee's ordinary weekly hours as specified in clause 16.1
- On days outside of the ordinary working days for the employee as specified in clause 16.2
- In excess of the maximum ordinary hours on any day provided by clause 16.3

Penalty rates will apply to part time and casual employees only when the hours performed exceed eight in any day within the normal spread of hours, except where agreement has been reached to work up to 10 ordinary hours on any day within a normal spread of hours or work in excess of 38 hours of work for a full time employee.

No overtime will be worked without the prior approval of the CEO, or other authorised officer of the employer. An employee may work overtime without approval where the urgency of the work requires it.

Where it is customary for an employee to return to work to perform a specific job or task 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 occasion and will be paid at Ordinary Rates.

19.3 Payment for overtime

The payment of overtime rates is calculated on the employee's hourly Ordinary Rate. In computing overtime, each day's work stands alone.

Where overtime is continuous, with overtime commenced on the day previous, the minimum payment of hours will not apply for the new day.

Schedules may provide different overtime conditions for specific work areas.

Requirements	Hours	Penalty Rate
--------------	-------	--------------

Overtime (Monday to Friday)	First three hours	Time and a half
	Time thereafter	Double time
Saturday overtime Minimum payment of three hours for full time employees Minimum payment for one hour for part time and casuals	First three hours	Time and a half
	Time thereafter	Double time
Sunday overtime Minimum payment of three hours for full time employees Minimum payment for one hour for part time and casuals	All time	Double time
Public Holidays Minimum payment of three hours for full time employees Minimum payment for one hour for part time and casuals	Within ordinary hours	Time and a half in addition to the employees normal salary for the day
	Outside of ordinary hours	Double time and a half for hours worked.

19.4 Time off instead of payment for overtime

An employee may elect, with the consent of the employer, to take time off instead of a payment for overtime.

Time off instead of an overtime payment must be taken at a mutually convenient time and within four weeks of the overtime being worked.

Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with the overtime rate of pay which applied on the day the overtime was worked.

19.5 Rest Period after overtime

Where reasonably practicable, working hours should be arranged so that an employee has at least 10 consecutive hours off duty, between the work on successive days or shifts.

An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day, that the employee has not had at least 10 consecutive hours off duty between those times must, subject to other provisions in this clause, be released until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off, the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.6 Recalled back to work

An employee who is recalled to work overtime after leaving the employee's place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate.

This clause does not apply to an employee receiving an On Call or Availability Allowance. This clause shall not apply when the overtime is continuous (subject to reasonable Meal Break) with the completion or commencement of ordinary working hours.

PART 7. LEAVE AND PUBLIC HOLIDAYS

20. ANNUAL LEAVE

20.1 Entitlement

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

All employees (except casual employees) are entitled to 152 hours annual leave for each year of continuous service (pro rata for part time employees). 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.

For the purposes of annual leave, an employee will not be entitled to accrue annual leave during the following absences:

- unauthorised absence;
- Leave Without Pay;
- unpaid personal leave when the total period in one year of employment exceeds one month;
- unpaid personal leave arising out of or attributable to employment, other than employment with the employer, for which the employee receives any form of remuneration;
- absence for which the employee receives or is entitled to receive workers compensation in excess of 26 weeks in one year of employment.

Annual leave will be taken at a time mutually agreeable between the employee and the employer.

Where a public holiday falls during a period of annual leave, the day of the public holiday will not be deducted from the employee's leave entitlement.

An employee will be paid at their Ordinary Rate of pay during periods of annual leave.

Physical and Community Services employees will be paid (pro rata based on the number of weeks the employee is in receipt of the allowance per 48 week period) the following allowances during periods of annual leave:

- Shift worker penalty (clause 17.1)

An employee may request a period of accrued annual leave to be paid in advance of the taking of a period of leave. The request must be made in advance of the employee taking the period of leave.

Council will pay the employee out any untaken accrued annual leave on termination.

20.2 Accrual

Employees are encouraged to take leave during the year it accrues and not more than 12 months after it has accrued, at a time mutually convenient to employer and employee. An employee may accrue up to 8 weeks annual leave.

The CEO or nominee may approve an employee's request in writing to accrue greater than 8 weeks for a specific purpose, provided that no greater than 12 weeks is accrued at any time.

Where an employee accrues greater than 8 weeks leave without approval, Council may direct the employee to take the excess leave to reduce their accrued leave balance. In this instance an employee may opt to cash out a portion of the excess leave in accordance with clause 20.3

20.3 Cash out provision

Employees may request to cash out a portion of accrued annual leave which exceeds 4 weeks.

Annual leave can be cashed out under the following conditions:

- a) the employee must retain an entitlement to at least four weeks paid annual leave
- b) an employee must take the equivalent amount of leave as that which is cashed out
- c) there is a separate agreement in writing on each occasion that leave is cashed out
- d) the employer must not exert undue influence or undue pressure on an employee to agree to cash out an amount of annual leave
- e) the employee must be paid the equivalent amount that would have been payable had the annual leave been taken.

20.4 Annual Leave Loading

In addition to payment for annual leave provided, an employee will be paid annual leave loading of 17.5% calculated on the employee's Ordinary Rate. Physical and Community Services employees will also receive the loading on any allowances payable during a period of annual leave.

Annual leave loading will, at the discretion of the employer, be paid on the same date each year as determined by the employer.

20.5 Purchased Annual Leave

Council will make available to employees a separate model of employment whereby the employee receives 4 weeks annual leave and an additional 1 to 4 weeks unpaid leave per year (plus other leave entitlements) and is paid for 52 weeks per year at the fractional rate of 51/52, 50/52, 49/52 or 48/52 of the annual salary (Band and Level) for their position.

This model of employment can only be introduced at an employee's initiative.

Purchased leave arrangements will be aligned to the financial year. Where an employee commences part way through the year, an application can be made for the period to the end of the financial year.

Written applications for this model of employment must be submitted to the employee's Manager who will assess the application in conjunction with the Coordinator Human Resources, and submit the application to the Chief Executive Officer for approval.

Purchased leave arrangements will be reviewed for recommendation annually by the relevant manager, with the employee, in May of each year. Approval for continuation or variation of an existing arrangement is delegated to the General Manager.

If an application is not approved, either in the initial application or in review of an existing arrangement rationale for the refusal will be provided to the employee.

Management will consider each case on its merits and reserves the right to refuse an application if it is likely to effect the achievement of service team or organisational objectives or place undue pressure on resourcing.

21. LONG SERVICE LEAVE

Employees covered by this Agreement will be entitled to long service leave in accordance with the provisions of Local Government (Long Service Leave) Regulation 2012 or its successor.

22. PERSONAL LEAVE

22.1 Entitlement

An employee, other than a casual employee, will be granted personal leave with pay in accordance with the NES. Personal leave will accrue pro rata for part time employees.

All employees (except casual employees) are entitled to 12 days (91.2 hours) personal leave for each year of continuous service (pro rata for part time employees).

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

An employee may take paid personal leave:

- because the employee is not fit for work because of a personal illness, or injury, affecting the employee, in accordance with the Sick Leave clause below (22.2); or
- for use in accordance with Carer's Leave clause below (22.4)

Unused personal leave accruals are cumulative from year to year.

22.2 Personal Leave upon termination

On termination of employment, if the employee has used any personal leave benefit in advance of accruing it; the employer will deduct the amount of personal leave taken from any monies due to the employee.

Up to 152 hours accumulated personal leave may be transferred between employers who are covered by the Victorian Local Government Award 2015 subject to the following conditions:

- An employee's service between employers is continuous (breaks of two months' or less will be deemed not to break continuity).
- 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.
- Where an employee's accumulated personal leave is less than 152 hours, then the amount of personal leave accrued will be eligible for transfer.
- Provided that an employee will not be entitled to have more than 91.2 hours 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.

22.3 Sick Leave

An employee is entitled to use accumulated personal leave for personal illness or injury.

Where an employee is absent due to personal illness or injury, they will notify the 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.

For each period of personal leave exceeding three working days, the employee must, if required by the employer, provide Satisfactory Evidence.

The employer may require Satisfactory Evidence (medical certificate or other) in accordance with the definition at clause 3.8 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 part of the personal leave.

On the production of Satisfactory Evidence in respect of a period or periods of personal leave (other than injury for which workers' compensation is payable) occurring during a period in which an employee is taking paid annual leave or long service leave, an employee is entitled to personal leave instead of annual or long service leave for the period of personal leave as supported by the Satisfactory Evidence.

Satisfactory Evidence will be provided to the employer at the earliest reasonable opportunity or on the first day back at work, (whichever is earlier) but no later than fourteen days after the occurrence of the personal leave.

22.4 Serious Illness Leave

Serious illness leave entails creating a negative balance in an employee's sick leave entitlement. This leave may be granted in a situation where an employee needs more sick leave than is available in order to recover from a serious illness or injury. Leave of this type may also be granted to an employee who is the primary carer for an immediate family member (including partner or child) in order for that family member to recover from a serious illness or injury.

The CEO may grant leave as detailed above to a maximum of eight (8) weeks providing that:

- The employee provides a medical certificate stating that the employee is not capable of returning to work or is the primary carer of an immediate family member and as such is not able to return to work.
- The employee has exhausted all leave including sick leave, annual leave, RDOs and long service leave.

- The employee agrees to enter into a deficit balance of sick leave and to recoup the deficit balance from future sick leave entitlements.

The employee will be paid at the normal rate of pay and for the regular hours as set out in their contract of employment.

Serious illness leave may be granted more than once during an employee's total period of employment with Murrindindi Shire Council, provided any previous sick leave deficit has been repaid.

Employees returning to work after serious illness leave will be assisted with their return, including options to return to work part time, flexible work hours or working from home.

Employees returning to work following serious illness leave will have a sick leave deficit and will therefore need to use other forms of leave should they need time off for illness until they have accrued sick leave again.

Any residual deficit in an employee's sick leave must be paid back prior to finishing employment with Murrindindi Shire Council. Where an employee ceases employment with a deficit the amount owing will be deducted from their final payment.

22.5 Carers Leave

This clause is designed to ensure that all Murrindindi Shire Council employees have leave available to provide care to family members at times of illness or injury.

All employees shall be entitled to use any accumulated sick leave for the purpose of providing care to family members in accordance with conditions below.

If normal sick leave entitlements are exhausted, up to an additional 5 days paid leave per annum for family purposes will be available. The additional 5 days leave is not cumulative and is pro rata for part time employees.

An employee (other than a casual employee), who has responsibilities in relation to members of their Immediate Family or members of their household who need their care and support shall be entitled to use personal leave to provide care and support for such persons when they are ill or injured or who require care due to an unexpected emergency.

The employee shall, upon request, provide Satisfactory Evidence to support the Carer's Leave.

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

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. In the absence of an

agreement, the employee is entitled to take up to two days (a maximum of 16 hours) unpaid Carer's Leave per occasion.

An employee may elect, with the consent of the employer, to work make up time; where the employee takes time off during ordinary hours to provide care or support to a member of their immediate family or household, and works those hours at a later time during the ordinary spread of hours, as provided in this Agreement.

23. SPECIAL LEAVE - FAMILY VIOLENCE

23.1 General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

23.2 Definition of Family Violence

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

23.3 General Measures

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

All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

23.4 Support

An employee experiencing family violence will be referred to an Employee Assistance Provider and/or other local resources. An employee that discloses to HR or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

In order to provide support to an employee in this situation and to provide a safe work environment to all employees, the employer will approve any reasonable request or follow any recommendations made by an Employee Assistance Provider (EAP) or other relevant professional to assist the employee including:

Up to 20 days of paid special leave if required by the employee for medical appointments, legal proceedings and other activities related to family violence;

Any flexible work arrangements or other appropriate measures to support the health and wellbeing of the employee.

An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

24. BEREAVEMENT/COMPASSIONATE LEAVE

Bereavement/Compassionate Leave is provided for in the NES. This clause supplements the NES with regard to such leave.

Employees are entitled to take bereavement/compassionate leave if a member of their immediate family dies or is seriously ill.

An immediate family member is as defined in 3.8 or as otherwise approved by the CEO.

An employee is entitled to

- 3 days compassionate leave for either serious illness or personal injury that poses a serious threat to the life of an immediate family member or
- 5 days bereavement leave for death of an immediate family member.

Full time and part time employees are entitled to payment for Bereavement/Compassionate Leave at Ordinary Rates. Casual employees are entitled to unpaid Bereavement/ Compassionate Leave only.

Satisfactory evidence of the reason for the taking of the Bereavement/Compassionate Leave must be provided to the employer if requested.

25. PARENTAL LEAVE

Parental Leave is provided for in the NES.

This clause applies to full time, part time, and eligible casual employees but does not apply to other casual employees.

Definitions for parental leave

For the purpose of this clause, the following definitions 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).
Eligible Casual Employee	A casual employee who: <ul style="list-style-type: none"> • has been employed by the employer on a regular and systematic basis for a sequence of periods during a period of at least 12 months; and • has, but for the pregnancy or decision to adopt, a reasonable expectation of continuing employment with the employer on a regular and systematic basis.
Parental leave	Previously known as Maternity leave. Available to be taken by primary carer.
Partner Leave	Previously known as Paternity leave. Now applies to recognised partner of a person taking Parental (Maternity) leave.
Spouse	Includes a de facto or former spouse, with the exception of Adoption Leave where spouse does not include a former spouse.

25.1 Basic Entitlement

After 12 months continuous service, an employee is entitled to a total of 52 weeks unpaid parental leave in relation to the birth or adoption of their child in accordance with the NES.

An eligible employee is entitled to Parental Leave in connection with the birth of a child of the employee. An eligible employee is entitled to Partner Leave in connection with the birth of a child of the employee's spouse. Adoption leave may be taken by an eligible employee in connection with the placement of a child with the employee for adoption.

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 between the employer and employee.

An employee may apply to the employer to change their period of Parental Leave in accordance with the NES. Any such change is to be notified as soon as possible, but no less than four weeks prior to the commencement of the changed arrangements.

The employee may request the employer to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months.

25.1.1 Concurrent Parental Leave

Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may take a period of up to eight weeks concurrent parental leave.

Concurrent leave can start either on the birth or placement of the child or at a time agreed between the employee and employer. Concurrent leave must be taken within the 12 months of the birth or placement of the child.

25.2 Paid Entitlement

25.2.1 Paid Parental/Adoption Leave

Where an employee is eligible for parental/adoption leave under the NES, the employer will also pay the employee a payment representing fourteen (14) weeks pay or twenty eight (28) weeks at half pay.

The payment is only to be made where the employee has indicated prior to the leave that they intend to return to work after maternity/adoption leave.

The payments will be made at the same banding classification level and hours worked by the employee prior to taking leave and prior to any change to reduced hours or duties during, and as a result of, the pregnancy.

25.2.2 Paid Partner Leave

Where an employee is eligible for Partner leave under the NES, the employer will also pay the employee a payment representing three (3) weeks pay or six (6) weeks at half pay.

If the Partner provides evidence that they are becoming the sole or primary carer of the infant, the provisions of parental/adoption leave clause will apply.

25.2.3 Prenatal Leave

In addition to the paid parental leave and paid family leave clauses of this Agreement, an employee who presents a medical certificate from a doctor stating she is pregnant will have access to an additional 38 hours paid leave per pregnancy for full time employees or pro rata for part time employees to enable the employee to attend routine medical appointments associated with the pregnancy.

Employees who are partners of expectant mothers will have access to the equivalent of 1 additional day (7.6 hours) paid leave per pregnancy to enable them to attend routine medical appointments associated with the pregnancy.

25.3 Parental Leave (Maternity)

An employee must notify the employer at least ten weeks prior to commencing parental leave, including the start and finishing dates of the leave.

The employee must confirm their parental leave dates with the employer at least four weeks prior to commencing leave.

When the employee provides notice the employee must also provide a:

- medical certificate from a registered medical practitioner stating the employees is pregnant and the expected date of birth; and

- Statutory declaration stating particulars of any period of partner leave sought or taken by her spouse and that for the period of leave she will not engage in any conduct inconsistent with her contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is due to the employee giving birth earlier than expected.

The employee may commence Parental Leave at any time within six weeks immediately prior to the expected date of birth, unless otherwise agreed between the employee and employer. 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.

Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special parental leave.

Where an employee not then on parental 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 parental leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special parental leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

Where Parental Leave is granted, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee.

25.3.1 Transfer to a Safe Job

A pregnant employee (including one not entitled to parental leave), who in the opinion of a registered medical practitioner it is inadvisable for the employee to continue at her present work due to:

- illness or risk arising out of the pregnancy; or
- hazards connected with the work assigned to the employee will, if an appropriate safe job is available, be transferred to a safe job for the risk period. An employee who is transferred to a safe job will receive the same rate of pay and entitlements attached to the employee's usual job.

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

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

For employees who are entitled to parental leave under this Agreement no safe job leave will be paid. For all other employees no safe job leave will be unpaid.

25.4 Special Parental Leave

25.4.1 An employee who is pregnant and entitled to parental leave can take unpaid Special Parental leave when the:

- employee has a pregnancy related illness. The period of leave will end when the pregnancy or illness ends, whichever is earlier; or
- employee's pregnancy ends because of a miscarriage, termination or stillbirth. The leave will be for a period a registered medical practitioner certifies as necessary

25.4.2 An employee entitled to paid parental leave, who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies during or before the period of intended leave, will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.

25.5 Partner Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of Partner Leave, with:

- a certificate from a registered medical practitioner which names the employee's spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- written notification of the proposed start and finish dates for the period of Partner Leave; and
- except in relation to leave taken simultaneously with the child's mother under clause 25.1.1 Concurrent Parental Leave, a statutory declaration stating:
 - the employee will take that period of Partner Leave to become the primary care-giver of a child;
 - particulars of any period of parental leave sought or taken by the employee's spouse; and
 - that for the period of Partner Leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

The employee will not be in breach of this clause 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.

25.6 Adoption Leave

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.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- the employee is seeking adoption leave to become the primary care-giver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and
- that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

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.

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.

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.

25.7 Returning to Work After a Period of Parental Leave

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. An employee will be entitled to return 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 25.3.2, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available for which the employee is qualified for and is capable of performing, the employee will be entitled to return to a position as nearly comparable in status and pay to that of their former position.

25.7.1 Breast feeding

Council will take all reasonable steps to support employees who chose to return to work whilst they are nursing mothers. This assistance may include negotiating the means for employees to take breaks to breast feed if the child is brought to the work premises or in nearby care. The Council will, wherever practicable, provide opportunities for employees to access clean, private and comfortable facilities for the purposes of breast feeding or expressing breast milk.

25.8 Right to request – flexible work

To assist an employee to reconcile their work and parental responsibilities an employee entitled to Parental Leave has the right to request to:

- extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- return from a period of parental leave on a part-time basis.

The employee's request and the employer's decision made under this clause must be recorded in writing.

25.9 Replacement Employees

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

Before the 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 temporarily replaced.

25.10 Communication during parental leave

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:

- 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
- 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.

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.

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 this clause.

26. LEAVE WITHOUT PAY

Employees may make application to management to take leave without pay for up to 52 weeks for personal, travel or career purposes and return to the same position or be offered a similar position on return if the original position no longer exists. Extension may be considered and granted at the discretion of the Chief Executive Officer and Coordinator Human Resources.

Applications for leave without pay for periods of less than 4 weeks may be approved by the employee's manager. Applications for periods of leave without pay exceeding four weeks must be approved by a General Manager in consultation with the employee's manager.

Management will consider each case on its merits and will make every reasonable effort to accommodate the requested leave. Management reserves the right to refuse an application if it is likely to affect the achievement of service team or organisational objectives or place undue pressure on resourcing during the period of leave.

Leave without pay will only be approved where all banked RDOs have been used and where the applicant's accrued annual leave does not exceed 4 weeks at the commencement of the proposed period of leave without pay, unless approved by the manager.

Applications for leave without pay should be made with as much notice as possible, but require a minimum of one weeks' notice for periods of less than four weeks; and a minimum of two months notice for periods of leave of more than four weeks. Applicants must nominate a fixed return date. Unforeseen situations with less notice than the required minimums will be considered at the discretion of management.

Employees, including members of the Defined Benefits Superannuation Scheme are required to check the impacts of leave without pay on their superannuation, leave and employment entitlements.

27. JURY SERVICE

Jury service is provided for in accordance with the NES community service leave provisions. This clause provides matters that supplement the NES.

The Council will reimburse an employee for any shortfall in payment between ordinary time wages and that received for jury duty.

An employee will notify their supervisor as soon as possible of the date upon which they are required for jury service.

The employee will give their supervisor proof of attendance, the duration of such attendance and the payment in respect of such jury service.

28. REPLACEMENT OF ABSENCES

The parties recognise the need to maintain appropriate levels of customer service and staffing during periods of leave to minimise any occupational stress, which absences may impose on staff.

Replacement shall be discussed with the affected employees, where possible this will occur prior to such absence, having regard to seasonal work demands, current projects,

length of absence occurring, workloads and current operational practices. Positions with a direct customer service focus should be backfilled as a matter of priority. When absences are backfilled, appropriately trained staff will be used.

29. COMMUNICATION DURING EXTENDED LEAVE

The Council shall commit to ongoing communication whilst an employee is on extended leave. Extended leave may include but is not limited to annual and long service leave, sick leave, absence through injury, parental leave and study leave.

30. PUBLIC HOLIDAYS

All employees (except casual employees) will be entitled to be absent from work on the following public holidays without deduction of pay:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.
- When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
- When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
- When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday shall be observed on the next Monday.
- Any other day or part-day declared or prescribed by or under a law of the State of Victoria to be observed generally within the State (or a region of the State) as a public holiday.

For employees employed outside of the metropolitan area Melbourne Cup Day may be substituted for another local day by agreement.

By agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.

Payment for working on public holidays is set out at clause 19.3.

31. CHRISTMAS CLOSURE

Where Council recognises a close down during the Christmas/New Year period, employees may use accrued time, e.g. banked RDOs or time in lieu instead of, or as well as, annual leave.

Where any employee does not have any sufficient accrued time or leave, he/she may have leave deducted from any time which he/she may accrue in the next six (6) months by written agreement.

Council retains a responsibility to provide an effective service in municipal operations, at both an administrative and operational level. Skeleton and emergency crews determined in accordance with an agreed roster shall therefore be required to work during this period.

SCHEDULE 1: PHYSICAL/COMMUNITY SERVICES EMPLOYEES

32. EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

Where there is an inconsistency between the provisions of the Agreement and this Schedule, the provisions of this Schedule shall prevail to the extent of any inconsistency.

32.1 Classification

Employees engaged as Physical and Community Services Employees will be classified as Bands 1 to 5.

32.2 Special Engagement

Where arrangements are not already specified under clause 16 employees engaged on special engagement may work:

- 38 hours per week, not more than 8 hours per day in continuous periods (except for a Meal Break) on any five consecutive days of the calendar week;

or

- in accordance with a roster agreed between the employee (or in the case of more than one employee the majority of employees concerned) and the employer, provided that the:
 - ordinary hours fixed by the roster shall not exceed 38 hours in a week and up to 152 hours in any consecutive four week period;
 - ordinary hours of duty on any day will be those specified on the roster for that day; and
 - roster is only altered by the employer by providing three weeks' notice or by agreement between the employer and employee.

Employees engaged under this clause will be paid a 25% loading in addition to their Ordinary Rate (in addition to any industry allowance).

33. WAGES AND RELATED MATTERS

33.1 Junior Wages and Apprentices

33.1.1 Junior Wages

A junior employee shall be paid the Ordinary Rate applicable to the classification in which employee is employed, other than:

- An apprentice or trainee,
- Pool Lifeguards or Aquatic Instructors

33.1.2 Junior rates

Where junior rate applies, the employees will be paid the following percentage of the appropriate wage rate as follows:

Age	% of minimum weekly rate
Under 17 years	55
17 years	65
18 years	75
19 years	85
20 years	95

33.1.3 Junior Apprentices

A junior apprentice must be paid a percentage of the minimum weekly salary of a Band 3 Level A plus the industry allowance as follows:

Four year apprenticeships

Year	% of minimum weekly salary
1st year	45%
2nd year	60%
3rd year	75%
4th year	90%

Three year apprenticeships

Year	% of minimum weekly salary
1st year	45%
2nd year	70%
3rd year	90%

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

33.1.4 Adult Apprentices

An adult apprentice will be paid at a minimum of a Band 2 Level A plus the industry allowance where applicable. Adult apprentices will have access to other levels in band 2 during the period of apprenticeship.

34. ALLOWANCES

34.1 Higher Duties

An employee directed by the employer to perform duties carrying a higher classification for a whole day will be paid at the commencement level of the higher classification Band or where the position is subject to a minimum classification point under this Agreement the minimum classification point for the position.

For the purposes of this clause, a whole day is defined as the:

- ordinary hours of work for a full time employee.
- actual hours worked, provided more than two hours are undertaken, for part time and casual employees.

34.2 Plant Maintenance Allowance

The plant maintenance allowance increases are payable under this Agreement:

The plant maintenance allowance paid to Infrastructure Operations (outdoor) employees will increase by the percentage outlined in Clause 14.3 and will be set out in SCHEDULE 6 –Scale of pay rates.

If 50% or more of the day is spent on an item of plant that attracts a higher allowance then that rate will be paid for the full day irrespective of the use of lesser items of plant during other parts of the day.

34.3 Industry Allowance

An employee 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.

The industry allowance forms part of the employee's Ordinary Rate of pay, for all other purposes under this Agreement.

The industry allowance does not apply to 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;
- Community Support Worker;
- Public Convenience Attendant;
- Chauffeur;
- Meter Reader;
- Weighbridge Attendant;
- Storeperson (where the Storeperson 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 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);

34.4 Dead Animals

An employee required to remove and destroy or bury any dead animal(s) as per the table below will be paid according to the following scale irrespective of the number handled:

Animal Type	\$ amount
-------------	-----------

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

The allowance will be payable for any day on which such duties were carried out. 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.

34.5 Overtime Meal Allowance

When an employee is entitled to a Meal Break the employer will pay a first meal allowance for the first meal and a subsequent meal allowance for the second and subsequent meals.

Meal allowances will be paid at the rate prescribed in clause 15.6 Overtime Meal Allowance.

34.6 Transport of Materials Allowance

Where an employee at the request of the employer is required to use their private vehicle to carry fuel, materials or tools (other than those used by the owner-driver in the performance of their duties) or draw a trailer behind such vehicle the employee will be paid an additional allowance of 11.63 cents per kilometre.

34.7 Travel Time and Expenses

Where an employee is required by an employer to travel on behalf of the employer, for work the employee will be reimbursed the expenses incurred by using the public transport nominated by the employer for such travel.

Except where otherwise exempted in this Agreement (clause 6.5.1, 6.5.2), where an employee is instructed to commence work and/or to cease work at a place which is not the employee's usual starting point and such employee incurs additional costs then the employee will be paid for the excess time spent in travelling at the appropriate rate of pay and be reimbursed for the excess travel costs incurred for travel between the employee's home and usual starting point.

35. HOURS OF WORK AND RELATED MATTERS

35.1 Tea Breaks

Employees will be allowed, without deduction of pay, a break of twenty minutes per day. Breaks may be taken in up to two separate periods. Where a casual or part-

time employee works before and continues to work after a recognized Tea Break, then the employee will be entitled to that Tea Break.

35.2 Meal Breaks

Further to the provisions of clause 35.2 Meal Breaks, employees will be paid at the rate and time and a half during a Meal Break and thereafter until a Meal Break is allowed. Employees will not be compelled to work for more than six hours without a recognised Meal Break. If the continuance of work is 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.

35.3 Payment for Overtime

Employees will be eligible for payment of overtime, as per the table below.

Requirements	Hours	Penalty Rate
Overtime <ul style="list-style-type: none"> Monday to Saturday noon inclusive Minimum payment for three hours on Saturday for full time employees Minimum payment for one hour for part time and casuals 	First two hours	Time and a half
	Time thereafter	Double time
Saturday overtime <ul style="list-style-type: none"> Work after 12 noon Minimum payment for three hours on Saturday for full time employees Minimum payment for one hour for part time and casuals 	All time after 12 noon	Double time
Sunday overtime <ul style="list-style-type: none"> Minimum payment of three hours worked for full time employees Minimum payment for one hour for part time and casuals 	All time	Double time
Callout Overtime Monday to Friday <ul style="list-style-type: none"> Minimum payment for three 	First two hours, or Two hours or less	Time and a half, Minimum three hour payment paid at time and a half

hours work	Time thereafter	Double time
<ul style="list-style-type: none"> Minimum payment for one hour for part time and casuals 		
Callout Overtime Saturday	Two hours or less at any time on the day	Time and a half, with a minimum of three hours work calculated at time and a half
	Where an employee works more than two hours where all or part of those hours are before noon	A maximum of two hours will be paid at time and a half with the remainder of the three hour minimum or time worked to be paid at double time.
	Where the hours are worked after 12 noon	The minimum payment and/or time worked will be paid at double time
Call Out Overtime Sunday or Public Holidays <ul style="list-style-type: none"> Minimum payment of three hours worked for full time employees 	First call out, payment for a minimum of three hours work	Sunday: Payment at Sunday overtime rates
		Payment at Public Holiday rates
	Each subsequent call out paid for actual time worked	Sunday: Payment at Sunday overtime rates
Payment at Public Holiday rates		
Public Holidays <ul style="list-style-type: none"> Minimum payment of three hours for full time employees Minimum payment for one hour for part time and casuals 	Within ordinary hours	Time and a half in addition to the employees normal salary for the day
	Outside of ordinary hours	Double time and a half for hours worked.

35.4 Stand By

35.4.1 Stand By Allowance

The employer will nominate an employee for on call duty. Eligible employees will be paid an allowance to be continuously available to be recalled to work. Continuously available means the employee will not go where they cannot be contacted by telephone; and after having been contacted, can take up duty within 15 minutes. Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.

Eligible employees required to standby for seven consecutive days; or not less than 5 days in any week, will be paid an allowance of sixteen hours of ordinary pay per week.

35.4.2 Stand By Deputising Rates

Where an employee deputises another employee to work the stand by duty, the sixteen hour allowance paid to the employee normally on standby will be reduced by the

amount(s) payable to the employee who is deputised to fill in for them, based on the applicable deputised rates below.

35.4.3 Standard Deputised Rates

Where an employee, by agreement with the employer deputises for an employee on standby or is required to stand in for a period of less than five days, the 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

35.5 Special Engagement / Shift work Deputised Rates

Where an employee is engaged under special engagement or shift work, the pro rata payment of the allowance will be as follows:

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

35.5.1 Payment for Time Attending to Call Outs

Employees paid a weekly stand by allowance who are called out and receive further call outs prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.

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.

Time attending call outs will be paid in accordance with the callout overtime provisions of clause 35.3.

36. UNIFORMS AND PROTECTIVE CLOTHING

36.1 Kitchen Employees Uniform Allowance

Employees engaged as a home carer, cook-(trades), cook (non-trades) and kitchen assistant who are not supplied by the employer with two uniforms which will be laundered as necessary free of charge to 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.

36.2 Loss or Damage to Clothing and Spectacles

The employer will be responsible up to a maximum of \$429.59 for an employee's clothing which may be destroyed by fire or other disaster, in a locker room or other employer provided or nominated storage. Provided that such destruction is not in any way caused by the employee's own act or neglect.

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

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. This clause will not apply when an employee is entitled to Worker's Compensation in respect of the damage.

SCHEDULE 3: LIBRARY EMPLOYEES

Where there is an inconsistency between the provisions of the Agreement and this Schedule, the provisions of this Schedule shall prevail to the extent of any inconsistency.

37. Ordinary Hours of work

The ordinary hours of work for eligible library workers are 35 hours per week. Eligible library employees are those working on a regular evening and/or Saturday morning roster.

From the ratification of this Agreement, employees may be engaged to work ordinary hours Monday to Friday. These employees will be employed as standard engagement employees with ordinary hours described in Clause 16, and paid the appropriate overtime rate when working outside the standard engagement ordinary hours.

37.1 Span of ordinary hours

Library employees may work at any time within the spread of ten hours on any day Monday to Saturday noon.

Hours should not exceed:

- 70 hours in a two week period; or
- 140 hours in any consecutive four week period

Work performed in excess of ten hours per day or outside a spread of ten hours (Monday to Friday) or after 12 noon Saturday will be paid at the appropriate overtime rate.

37.2 Rosters

Where library employees are required to work to a roster, the roster will be posted at least seven days in advance of the commencement of the roster.

37.3 Payment of Overtime

Employees will be eligible for payment of overtime, as per the table below.

Requirements	Hours	Penalty Rate
Overtime	First two hours	
	Time thereafter	Double time
Saturday overtime • Work after 12 noon	First two hours	Time and a half
	Time thereafter	Double time

<p>Sunday overtime</p> <ul style="list-style-type: none"> • Minimum payment of three hours worked for full time employees • Minimum payment for one hour for part time and casuals 	<p>All time</p>	<p>Double time</p>
<p>Public Holidays</p> <ul style="list-style-type: none"> • Minimum payment of three hours for full time employees • Minimum payment for one hour for part time and casuals 	<p>Within ordinary hours</p>	<p>Time and a half in addition to the employees normal salary for the day</p>
	<p>Outside ordinary hours</p>	<p>Double time and a half for hours worked</p>

37.4 Allowances

37.4.1 Bookmobile and Housebound Disability Allowance

A Library employee will be entitled to an allowance \$5.78 for each day or part of a day on which they are required to operate a bookmobile or a housebound service.

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 Agreement.

37.4.2 Driving Licence Allowance

An employee who is appointed to a position, in which the performance of duties requires them to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to their motor vehicle driving licence, will be entitled to reimbursement of any costs incurred in obtaining such endorsement including reasonable instruction fees.

This provision will not extend to the reimbursement of such costs in any case where the employee had obtained the endorsement before being appointed to a position as described above.

SCHEDULE 4: CLASSIFICATION DEFINITIONS

38. CLASSIFICATION PRINCIPLES

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.

38.1 Minimum Classifications

A position requiring a professional engineering qualification recognised by the Institute of Engineers Australia	Band 5 Level A
A position requiring the exercise of duties by an Experienced Engineer (as defined below)	Band 6 Level A
Employees other than Physical/Community Services Employees	Band 2 Level C
Trainee child care workers without qualifications	Band 1 Level D
Child care worker on completion of the trainee year	Band 2 Level A
Director of a child care centre	Band 6 Level A

An Experienced Engineer means a professional engineer who is required, during the performance duties to exercise duties that require the employee to:

- be a member of the Institute of Engineers Australia (the Institute); or
- have graduated in a four year or a five year course at a University recognised by the Institute and have four years experience in professional engineering duties since becoming a qualified engineer; or
- having not graduated, have five years of such experience.

38.2 Maximum Classifications

Employees in the following categories will not be eligible to progress beyond the maximum progression level, as per the table below, unless new skills are acquired and utilised.

Employment Category	Maximum Progression Level

Employee engaged to drive vehicles	0 – 4.5 tonnes GCM = Band 1 Level D
	Over 4.5 – 13.9 tonnes GCM = Band 2 Level A
	Over 13.9 – 22.4 tonnes GCM = Band 3 Level A
	Over 22.4 tonnes GCM = Band 3 Level B
Home Support Workers	Band 2 Level B

38.3 EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

38.3.1 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.

38.3.2 Judgment 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.

38.3.3 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.

38.3.4 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.

38.3.5 Qualifications and experience

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

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

38.4 EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

38.4.1 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.

38.4.2 Judgment and decision making

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

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

38.4.3 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.
- Pipe laying 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.

38.4.4 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.

38.4.5 Qualifications and experience

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

- Licence or certification in explosives handling.

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

38.5 EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

38.5.1 Accountability and extent of authority

Physical/Community Services Employees

Employees perform work under general supervision.

Employees in this Band have contact with the public or other employees, which involves explanations of specific procedures and practices.

Positions in this Band may be required to supervise and coordinate others in similar or related work.

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.

All other Employees

These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.

The work is performed within specific guidelines and under general supervision.

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.

Outcomes of work are readily observable.

The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

38.5.2 Judgment and decision making

Physical/Community Services Employees

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented.

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

All other 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.

38.5.3 Specialist knowledge and skills

Physical/Community Services Employees

These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgment or adaption.

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 or make the decisions about the care they need.
- Cook.

All other Employees

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.

An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

38.5.4 Management skills

Physical/Community Services Employees

Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.

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

All other Employees

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.

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

38.5.5 Inter-personal skills

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.

All other 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.

38.5.6 Qualifications and experience

Physical/Community Services Employees

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:

- Trade Certificate or equivalent.
- 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.

All other Employees

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.

With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

38.6 EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

38.6.1 Accountability and extent of authority

Physical/Community Services Employees

They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.

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

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

All other Employees

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.

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.

Employees in this Band should have sufficient freedom to plan their work at least a week in advance.

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.

38.6.2 Judgment and decision making

Physical/Community Services Employees

In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.

For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

Guidance and counsel are always available within the time available to make a choice.

All other Employees

Employees in this Band require:

- 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.
- Guidance and advice are always available within the time available to make a choice.

38.6.3 Specialist knowledge and skills

Physical/Community Services Employees

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.

Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

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

Highly skilled horticultural work.

Safe and competent operation of Very Heavy Mechanical Plant.

All other Employees

Employees in this Band require:

- An understanding of the relevant technology, procedures and processes used within their operating unit.
- 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.

- 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.

38.6.4 Management skills

Physical/Community Services Employees

Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.

All employees at this level should have sufficient freedom to plan their work at least a week in advance.

Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.

Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

All other Employees

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.

All positions necessitate skills in managing time and planning and organising one's own work.

38.6.5 Inter-personal skills

Physical/Community Services Employees

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.

Employees in this Band may also be expected to write reports in their field of expertise.

All other Employees

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.

Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

38.6.6 Qualifications and experience

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.

All other Employees

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

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.

38.7 EMPLOYEE BAND 5

A position at this level has the following characteristics:

38.7.1 Accountability and extent of authority

Physical/Community Services Employees

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.

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.

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.

All other Employees

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.

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.

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.

38.7.2 Judgment and decision making

Physical/Community Services Employees

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.

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.

Guidance and counsel may be available within the time available to make a choice.

All other Employees

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.

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

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

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

38.7.3 Specialist knowledge and skills

Physical/Community Services Employees

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

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.

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

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

All other Employees

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

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

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.

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

38.7.4 Management skills

Physical/Community Services Employees

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.

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.

All other Employees

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.

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.

38.7.5 Inter-personal skills

Physical/Community Services Employees

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.

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

All other Employees

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.

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

38.7.6 Qualifications and experience

Physical/Community Services Employees

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

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.

All other Employees

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

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.

38.8 EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

38.8.1 Accountability and extent of authority

Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.

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.

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.

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.

Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.

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.

38.8.2 Judgment 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.

38.8.3 Specialist knowledge and skills

Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.

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.

Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

38.8.4 Management skills

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.

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.

38.8.5 Inter-personal skills

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.

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.

38.8.6 Qualifications and experience

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

Typically, they would be gained through completion of a degree or diploma course with 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.

38.9 EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

38.9.1 Accountability and extent of authority

Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.

In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.

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.

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.

All positions in this Band would have an input into policy development within their area of expertise and/or management.

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.

38.9.2 Judgment and decision making

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.

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.

38.9.3 Specialist knowledge and skills

These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.

Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.

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.

Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

38.9.4 Management skills

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.

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.

38.9.5 Inter-personal skills

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.

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.

38.9.6 Qualifications and experience

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

Typically, they would be gained through completion of a degree or diploma course with 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.

38.10 EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

38.10.1 Accountability and extent of authority

Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.

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.

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.

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.

38.10.2 Judgment 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.

38.10.3 Specialist knowledge and skills

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.

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.

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

38.10.4 Management skills

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.

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

38.10.5 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.

38.10.6 Qualifications and experience

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.

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.

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

SCHEDULE 6: SCALE OF PAY RATES

39. Annual pay rate increase

39.1 Employees Covered by Victorian Local Government Award (2015)

39.1.1 First increase (2018)/week

Band	A	B	C	D
1	\$966.20	\$977.51	\$988.71	\$999.90
2	\$1,016.08	\$1,029.83	\$1,044.80	
3	\$1,058.55	\$1,083.51	\$1,109.50	\$1,128.15
4	\$1,137.87	\$1,157.73	\$1,183.74	\$1,202.86
5	\$1,223.04	\$1,275.65	\$1,335.35	\$1,393.22
6	\$1,440.83	\$1,501.54	\$1,564.80	
7	\$1,611.01	\$1,672.20	\$1,735.25	\$1,798.49
8	\$1,867.94	\$1,937.35	\$2,011.08	\$2,088.90

39.1.1 Second increase (2019)/week

Band	A	B	C	D
1	\$993.20	\$1,004.51	\$1,015.71	\$1,026.90
2	\$1,043.08	\$1,056.83	\$1,071.80	
3	\$1,085.55	\$1,110.51	\$1,136.50	\$1,155.15
4	\$1,164.87	\$1,184.73	\$1,210.74	\$1,229.86
5	\$1,250.04	\$1,302.65	\$1,362.35	\$1,420.22
6	\$1,467.83	\$1,529.32	\$1,593.75	
7	\$1,640.81	\$1,703.14	\$1,767.35	\$1,831.76
8	\$1,902.49	\$1,973.20	\$2,048.28	\$2,127.54

39.1.1 Third increase (2020)/week

Band	A	B	C	D
1	\$1,020.20	\$1,031.51	\$1,042.71	\$1,053.90
2	\$1,070.08	\$1,083.83	\$1,098.80	
3	\$1,112.55	\$1,137.51	\$1,163.50	\$1,182.15
4	\$1,191.87	\$1,211.73	\$1,237.74	\$1,256.86
5	\$1,277.04	\$1,329.65	\$1,389.35	\$1,447.22

6	\$1,494.83	\$1,557.61	\$1,623.23	
7	\$1,671.17	\$1,734.64	\$1,800.04	\$1,865.65
8	\$1,937.69	\$2,009.70	\$2,086.18	\$2,166.90

39.2 Employees covered by the Nurses (ANMF Victorian Local Government) Award 2015

Maternal and Child Health Nurses Pay Rates

39.2.1 First Increase (2018)

1st year Experience	\$1,732.05
2nd year Experience	\$1,789.74
3rd year Experience	\$1,899.02
4th year Experience	\$1,937.00

39.2.2 Second Increase (2019)

1st year Experience	\$1,764.09
2nd year Experience	\$1,822.85
3rd year Experience	\$1,934.16
4th year Experience	\$1,972.84

39.2.3 Third Increase (2020)

1st year Experience	\$1,796.73
2nd year Experience	\$1,856.57
3rd year Experience	\$1,969.94
4th year Experience	\$2,009.34

39.3 PLANT MAINTENANCE ALLOWANCE RATES

Employees Covered by Schedule 2

39.3.1 First Increase

Maintenance Allowance Rates	2018
Graders, backhoes, loaders, self propelled rollers 42 tonne trucks, prime movers, front deck mowers and reach arm mowers.	\$33.60
22.5 tonne trucks, Flocon, patrol trucks.	\$25.20
All other staff.	\$19.61

39.3.2 Second Increase

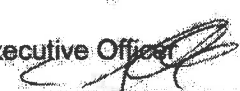

Maintenance Allowance Rates	2019
Graders, backhoes, loaders, self propelled rollers 42 tonne trucks, prime movers, front deck mowers and reach arm mowers.	\$34.22
22.5 tonne trucks, Flocon, patrol trucks.	\$25.66
All other staff.	\$19.97



39.3.3 Third Increase

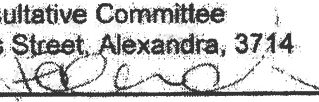
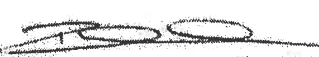
Maintenance Allowance Rates	2020
Graders, backhoes, loaders, self propelled rollers 42 tonne trucks, prime movers, front deck mowers and reach arm mowers.	\$34.86
22.5 tonne trucks, Flocon, patrol trucks.	\$26.14
All other staff.	\$20.34



40. SIGNATORIES

<p>Signed for and on behalf of the Murrindindi Shire Council by:</p> <p>Craig Lloyd 28 Perkins Street, Alexandra, 3714.</p> <p>Chief Executive Officer </p> <p>Date: 22-3-18</p>	<p>Witness Name: Michael Chesworth</p> <p></p> <p>Date: 22-3-18</p>
---	---

<p>Signed as representative of Australian Services Union (ASU) by:</p> <p>MICHELLE JACKSON BRANCH SECRETARY Australian Services Union Ground Floor 116 Queensberry Street CARLTON SOUTH VIC 3053</p> <p></p> <p>Date: 28/3/18</p>	<p>Witness Name: Paula Doady</p> <p></p> <p>Date: 28/3/2018</p>
--	--

<p>Signed as representative of Murrindindi Shire Council employees:</p> <p>Jan French Co-chair Staff Consultative Committee 28 Perkins Street, Alexandra, 3714</p> <p></p> <p>Date: 22/3/18</p>	<p>Witness Name: Barbara Skeggs</p> <p></p> <p>Date: 22/3/18</p>
--	--

<p>Signed as representative of Australian Nurses & Midwifery Federation (ANMF):</p> <p>Australian Nurses & Midwifery Federation PO Box 12600, A'Beckett Street MELBOURNE VIC 8006</p> <p>_____</p> <p>Date: _____</p>	<p>Witness Name: _____</p> <p>_____</p> <p>Date: _____</p>
---	--

PART B: MATERNAL CHILD HEALTH NURSES

Part A takes precedence over Part B.

Nurses (ANMF Victorian Local Government) Award 2015

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) 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
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

In reply please quote

Your Reference **IN THE FAIR WORK COMMISSION**

Telephone Enquiries **FWC Matter No.:**

Applicant: Murrindindi Shire Council

Re: 1. Section 185 – Application for approval of a single enterprise agreement.
2. Undertaking- Section 190: Murrindindi Shire Council Enterprise Agreement 2018

I, Craig Lloyd, Interim CEO for Murrindindi Shire Council give the following undertakings with respect to the *Murrindindi Shire Council Enterprise Agreement No 8, 2018* ("the Agreement"):

1. I have the authority given to me by Murrindindi Shire Council ("the Council") to provide this undertaking in relation to the application before the Fair Work Commission.
2. During EBA negotiations with the Australian Nursing and Midwifery Federation ("the ANMF"), the Council gave a commitment to the ANMF that a number of clauses set out in Part 1 of the Agreement would not apply to employees whose employment was governed by the Nurses (ANMF – Victoria Local Government Award) 2015, as relevantly incorporated by reference in Part B of the Agreement. These provisions were overlooked when drafting the Agreement, and the Council now provides the following undertakings;
3. Clause 15.8(d) of Part 1 of the Agreement specifies a maximum liability period for accident make-up pay of 26 weeks. The Council agrees that the maximum liability period for employees covered by Part B of the Agreement shall be 39 weeks.
4. Clause 16.2 of Part 1 of the Agreement specifies the spread of ordinary hours for employees. The Council agrees that the maximum number of ordinary hours that can be worked on a daily basis for employees covered by Part B of the Agreement shall be no more than 10 hours.
5. Clause 18.1.2 of the Part 1 of the Agreement specifies a minimum payment of 1 hour for employees who are called back to duty. The Council agrees that the minimum payment for employees covered by Part B of the Agreement shall be 3 hours.
6. Clause 22.1 of Part 1 of the Agreement specifies an entitlement of 12 days personal leave for all employees except casual employees. The Council agrees that annual accrual entitlements to personal leave for employees covered by Part B of the Agreement shall be the amounts specified in Clause 27.2 of the incorporated award provisions of Part B of the Agreement.
7. These undertakings are provided on the basis of issues raised by the ANMF in the application before the Fair Work Commission.

Yours sincerely,



Craig Lloyd
Interim Chief Executive Officer



Murrindindi
Shire Council

ALEXANDRA
Perkins Street,
Alexandra, 3714

Ph: 03 5772 0333
Fax: 03 5772 2291
Local call: 1800 633 792

KINGLAKE
19 Whittlesea-
Kingslake Road,
Kingslake, 3763

Ph: 03 5786 1522
Fax: 03 5786 1515
Local call: 1800 651 821

YEA
Civic Centre,
Semi Circle,
Yea, 3717

Ph: 03 5736 0036
Fax: 03 5797 2900
Local call: 1800 672 719

Please address all
correspondence to
P.O. Box 138,
Alexandra, 3714

Email:
mso@murrindindi.vic.gov.au

Website:
www.murrindindi.vic.gov.au

ABN 83 600 647 004

In reply please quote
Your Reference
Telephone Enquiries

IN THE FAIR WORK COMMISSION

25/7/2018

FWC Matter No.:
AG2018/1216

Applicant:

Murrindindi Shire Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Craig Lloyd, Chief Executive Officer for Murrindindi Shire Council give the following undertakings with respect to the Murrindindi Shire Council - Enterprise Agreement No. 8, 2018 ("the Agreement"):

1. I have the authority given to me by Murrindindi Shire Council to provide this undertaking in relation to the application before the Fair Work Commission.
2. The *Nurses (ANMF – Victorian Local Government) Award 2015*, as at 21 June 2017, shall be incorporated into the Agreement as Part B.
3. Employees deemed to have abandoned their employment as described in clause 12 of Part A of the Agreement will be provided notice of termination in accordance with clause 10 of Part A of the Agreement.
4. Apprentices are entitled to notice of termination in accordance with ss. 117 and 123 of the Fair Work Act 2009.
5. Clause 20.1 of Part A of the Agreement provides that all employees (except casual employees) are entitled to 152 hours annual leave for each year of continuous service (pro rata for part time employees). This clause is intended to provide for 4 weeks of paid annual leave in accordance with the National Employment Standards.
6. School Crossing Supervisors will be paid more than the Level 1 Classification minimum hourly rate of pay under the Victorian Local Government Award 2015 for each minimum 45 minute shift worked.
7. Trainees and School-Based Apprentices employees are entitled to the overtime provisions in accordance with Part 5 of the Victorian Local Government Award 2015.
8. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission



Signature of Craig Lloyd



Murrindindi
Shire Council

ALEXANDRA
Perkins Street,
Alexandra, 3714

Ph: 03 5772 0333
Fax: 03 5772 2291
Local call: 1800 633 792

KINGLAKE
19 Whittlesea-
Kinglake Road,
Kinglake, 3763

Ph: 03 5786 1522
Fax: 03 5786 1515
Local call: 1800 651 821

YEA
Civic Centre,
Semi Circle,
Yea, 3717

Ph: 03 5736 0036
Fax: 03 5797 2900
Local call: 1800 672 719

Please address all
correspondence to
P.O. Box 138,
Alexandra, 3714

Email:
mssc@murrindindi.vic.gov.au

Website:
www.murrindindi.vic.gov.au

ABN 83 600 647 004