



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Kentish Council**  
(AG2022/1355)

## **KENTISH AND LATROBE COUNCIL MULTI-EMPLOYER AGREEMENT 2022**

Local government administration

DEPUTY PRESIDENT EASTON

SYDNEY, 3 JUNE 2022

*Application for approval of the Kentish and Latrobe Council multi-employer Agreement 2022.*

[1] Kentish Council (**the Employer**) has made an application for the approval of the *Kentish and Latrobe Council multi-employer Agreement 2022 (the Agreement)*. The application was made under s.185 of the *Fair Work Act 2009 (the Act)*. The Agreement is a multi-enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has 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] I note that Clause 16 – Redundancy is potentially inconsistent with the National Employment Standards (**NES**). Noting the undertaking provided by the Employer, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Australian Municipal, Administrative, Clerical and Services Union (**ASU**) was a bargaining representative for the Agreement and 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 ASU.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 June 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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**Annexure A**

# KENTISH & LATROBE COUNCILS

Our Ref:  
Your Ref:

18<sup>th</sup> May 2022

**IN THE FAIR WORK COMMISSION**

*Fair Work Act 2009 (Cth) ("FW Act")*

**Matter number:**

**AG2022/1355**

**Employer:**

**Kentish Council and Latrobe Council  
(Employer)**

**Application:**

**Kentish and Latrobe Council multi-  
employer Agreement 2022 (Agreement)**

**Authorised representative:**

**Gerald Monson  
General Manager**

## **Undertaking-Section 190**

I, Gerald Monson, General Manager of Kentish Council and Latrobe Council give the following undertaking with respect of the Kentish and Latrobe Council multi-employer Agreement 2022.

I have the authority given to me by Kentish Council and Latrobe Council to provide this undertaking in relation to the application before the Fair Work Commission.

### **Undertaking 1 – Definition of a Shift Worker (Add to Clause 43.1 Annual Leave entitlement)**

*To be read in addition to Clause 43.1*

- c) A shift worker is an employee:
- who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week; and
  - who is regularly rostered to work on Sundays and public holidays.





**Undertaking 2 – Redundancy (Add to Clause 16 Redundancy)**



*To be read as 16.5*

- a) Severance pay calculated on the basis of three weeks' income for each completed year of continuous service with a pro-rata entitlement for a part completed year of service.  
An Employee with more than 1 year but less than 2 years' service will be entitled to 4 weeks pay.

**Undertaking 3 – Casual Loading (Add to Clause 32 Casual Loading)**

*To be read in addition to Clause 32*

- d) Casual employees will be paid, in addition to the minimum hourly rate and rates payable for shift and weekend work on the same basis as a weekly Employee, an additional loading of 25% of the minimum hourly rate for the classification in which they are employed as.

Date signed:	18th May 2022
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Gerald Monson
Signature:	
Witness name:	Kate Milford
Witness signature:	

# Multi-Employer Agreement 2022 Kentish and Latrobe Councils



**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.**

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## Part 1 – APPLICATION AND OPERATION OF THE AGREEMENT

### 1. TITLE

- a) This Agreement shall be known as the Kentish and Latrobe Council multi-employer Agreement 2022.

### 2. DEFINITIONS AND INTERPRETATION

<b>Act</b>	means the <i>Fair Work Act 2009</i> or its successors.
<b>Adoption Leave</b>	applies to parents who are adopting a child.
<b>Adult Trainee</b>	is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C under Schedule E of the <i>Local Government Industry Award 2020</i> if covered by that wage level.
<b>Afternoon Shift</b>	means any shift finishing after 6pm and not later than midnight.
<b>Agreement</b>	means the Multi-Enterprise Agreement 2022.
<b>Australian Qualifications Framework (AQF)</b>	means Australian Qualifications Framework which is a national framework for qualifications in post- compulsory education and training.
<b>Australian Taxation Officer (ATO)</b>	means Australian Taxation Office.
<b>Award</b>	means any applicable award, modern award, federal award, transitional federal award, pre- reform federal award and a national agreement preserving state award. For the avoidance of doubt, this includes the Municipal Employees (Country Councils – Tasmania) Award, Municipal Officers (Tasmania) Award, Local Government (Community Services) Tasmania Award and Local Government Industry Award 2020.
<b>Bereavement Leave</b>	for Employees to attend to matters relating to their family or household members who have died. Family includes kinship and means a biological relationship or other close association.
<b>Business</b>	includes trade, process, business or occupation and includes part of any such business and “transmission” includes transfer, outsourcing, conveyance, assignment or success whether by agreement or by operation of law and “transmitted” has a corresponding meaning.
<b>Community Facility Employee</b>	means an Employee covered by this Agreement and the majority of their work is at a community facility to the exclusion of Camp Banksia.
<b>Compassionate Leave</b>	for Employees to spend time with their family or household members who have sustained a life threatening illness or injury. Family includes kinship and means a biological relationship or other close association.
<b>Community Services</b>	means those Employees whose role is to encourage, promote or conduct community pursuits or community development programs for the



maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres.

**Confinement** the birth of a child, or other termination of pregnancy, that occurs not earlier than 28 weeks before the expected date of birth of the child.

**Contract Employee** means an Employee employed under a written contract of employment.

**Consultation** means open and honest discussion with a view to all parties being able to influence the outcome of any relevant debate or decision.

**Continuous Service** for Employees who transfer from casual to ongoing employment, this is taken to be service without a break of more than three months between the last casual shift and starting ongoing employment. For the purposes of redundancy, continuous service means the uninterrupted service of an Employee by a Council or Councils in Tasmania and excludes any service which has been previously taken into account in calculating a separation package.

**Council** means either Kentish or Latrobe Council as established under the *Local Government Act 1993* (the Council).

**Consumer Price Index (CPI)** means consumer price index for Hobart the annual period 12 months to March, published in April.

**Departmental Manager** means a manager of a Department as set out in Council's organisational chart, normally reports to the General Manager directly and who is not covered in the coverage clause of this Agreement.

**Duty Officer** means a person employed by either Council to be available for duty outside of the Employee's ordinary working hours – on call.

**Employee** means a person employed by either Council and is covered by this Agreement.

**Family Violence** acts of violence, intimidation, coercion or threatening behaviour that occurs between people of different or the same sex who have, or have had, an intimate relationship; violence between family members; between partners, housemates or violence towards or from children.

Acts of Family Violence include physical, sexual, emotional, financial and psychological abuse and/or intentional damage, or threats of damage, to property which causes a family member to feel fear for the safety or wellbeing of that family member or another person.

**Hourly Ordinary Time Rate** means the annual full-time equivalent hours for an Outdoor Employee (1976 hours per annum) or an Indoor Employee (1950 hours per annum)

divided into the full-time equivalent wage rate for the position the Employee fills.

**Handling Sewer Matter (HSM)**

means Handling Sewer Matter.

**Immediate Family**

means:

- Spouse or partner with which you live in a significant relationship (including a former spouse or former partner).
- Child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- Kinship and means a biological relationship or other close association.

**Income**

means the gross income of an Employee which is calculated by dividing the salary by 52 weeks.

**Indoor Employee**

means an Employee covered by this Agreement and the majority of their work is indoors.

**Industrial Instrument**

means any instrument recognised or registered under the national workplace relations system that sets out the minimum conditions of employment for Employees to whom they apply or they cover and includes but is not limited to an enterprise agreement, Award, Transitional Instrument as defined under the *Fair Work (Transitional) Act*, transitional minimum wage instrument and state based agreements.

**Local Government Entity**

means a council, local council, country council, municipal council, shire council or other local government body created under or regulated by local government legislation of a State or Territory.

**Local Law Enforcement and Community Safety Services**

means those services undertaken to enforce one or more of the local government entities or by-laws or any legislative requirements which the local government entity is empowered to enforce or to ensure community safety or security including rangers, security, parking inspectors, watchpersons or night patrol.

**National Employment Standard (NES)**

means the National Employment Standards as contained in Part 2- 2 of the *Fair Work Act 2009*.

**Ordinary Hours of Duty**

means the starting and finishing times specified in the Employee's letter of offer.

**Outdoor Employee**

means an Employee covered by this Agreement and the majority of their work is outdoors or supervising Outdoor Employees.

**Parties**

means the parties described in Clause 4 of this Agreement.

<b>Parental Leave</b>	means leave of absence from work granted to a parent to care for a child and equally covers birth or adoption.
<b>Personal/Carers Leave</b>	means leave for Employees to deal with personal illness or injury or to provide care or support to an immediate family member who is ill or injured.
<b>Roster Day Off (RDO)</b>	means Rostered Day Off.
<b>Recreation Centres</b>	means a recreation centre, leisure centre, swimming pool, aquatic centre, sports centre, accommodation centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities, provided in the public interest.
<b>Relevant Minimum Age</b>	means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged.
<b>Relevant State or Territory Training Authority</b>	means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and registered training contracts under the relevant State or Territory vocational education and training legislation.
<b>Relevant State or Territory Vocational Education and Training Legislation</b>	means the following or any successor legislation: Tasmania: <i>Vocational Education and Training Act 1994.</i>
<b>Shift Work</b>	means shift work, as defined in this Agreement, where the shifts are rotated on each of the seven days of the week, and regularly work Sundays and Public Holidays
<b>Shift Worker</b>	means an Employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and who is regularly rostered to work on Sundays and public holidays.
<b>Supervisor</b>	means the Coordinator, or Team Leader managing staff within an area of Council and the Supervisor is covered by this Agreement.
<b>Supported Wage System (SWS)</b>	means Supported Wage System.
<b>Time Off in Lieu (TOIL)</b>	means Time Off In Lieu.
<b>Tourism Services</b>	means the following services: visitor and regional information centres; exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community.
<b>Trainee</b>	is an Employee undertaking a traineeship under a training contract.
<b>Traineeship</b>	means a system of training which has been approved by the relevant

State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

**Training Contract** means an agreement for a Traineeship made between Council and the Employee who is registered with the relevant State or Territory training authority.

**Training Package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocation education and training, and includes any relevant replacement training package.

**Union** means the Australian Service Union or any relevant Union.

**Year 10** means the final year of high school.

### **3. DATE AND PERIOD OF OPERATION**

- a) This Agreement shall operate seven days after the Fair Work Commission approve it and will have nominal expiry date of 30 June 2025.
- b) This Agreement will remain in force until such time that it is replaced, varied or terminated.
- c) Negotiations for a replacement Agreement will commence four to six months prior to this Agreement's date of expiry.

### **4. PARTIES BOUND AND APPLICATION**

- a) This Agreement is binding upon:

All Employees of Kentish and Latrobe Council to the exclusion of:

- Employees engaged to work solely at Camp Banksia; and
- Employees engaged as senior staff as Managers or Directors and who report directly to the General Manager; and
- the General Manager.

The Agreement is also binding upon the Australian Services Union who are a party to this Agreement.

### **5. AGREEMENT TO BE EXHIBITED**

- a) This Agreement must be made available:

- in hard-copy at each start and finish work point within Council; and
- a copy provided in hard copy by Council if requested by the Employee; and
- also available on the "shared" drive on Council's network.

### **6. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

- a) This Agreement is intended to be comprehensive and contains all matters that the parties intend to be dealt with by enterprise bargaining during its normal period of operation.
- b) This Agreement expressly excludes and overrides all conditions that would otherwise be applicable under any award, including the Local Government Industry Award 2020.
- c) This Agreement is to be read in conjunction with the National Employment Standards (NES) and if a term is detrimental to an Employee when compared to a NES entitlement the NES entitlement prevails over the term of this Agreement to the extent of any inconsistency.
- d) This Agreement is supported by policies and procedures determined by the Council from time to time. These policies and procedures will not reduce an Employee's substantive entitlements contained in this Agreement, but will provide guidelines and direction for the fair and efficient administration of the employment relationship.
- e) In the event that this Agreement is silent then the provisions of Local Government Industry Award 2020 apply.

## **7. NO FURTHER CLAIMS**

- a) The parties bound by this Agreement will not pursue any additional claims for the duration of this Agreement.

## **Part 2 – MANAGING THE WORKPLACE**

### **8. CONSULTATION ON MAJOR CHANGE AND ORDINARY ROSTERED HOURS**

- a) This clause applies if Council has made an in principle decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees;
- b) This clause applies if Council proposes to introduce a change to the regular roster or ordinary hours of work for Employees.
- c) In this clause a major change is one that could reasonably be assumed to have a significant effect on Employees if it results in:
  - the termination of the employment of Employees; or
  - major change to the composition, operation or size of the Council's workforce or to the skills required of Employees; or
  - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - the alteration of hours of work; or
  - the need to retrain Employees; or
  - the need to relocate Employees to another workplace; or
  - the restructuring of jobs.
- d) Employees can appoint a representative to assist them during the Consultation process related to an in principle decision that brings about major change or rostering of hours.
- e) Council must notify of a major change as a result of an in principle decision or a proposed roster change in writing to the relevant Employees including notification of any Employee appointed

representative.

- f) As soon as practicable after making its decision, the Council must discuss and provide in writing with the relevant Employees and their representative:
- all relevant information about the change including the nature of the change proposed; and
  - the proposed timing of introduction of the change; and
  - the effect the change is likely to have on the Employees; and
  - measures the Council is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - any other matters likely to affect the Employees.
- g) Council will 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).
- h) The Council is not required to disclose confidential or commercially sensitive information to the relevant Employees and their representative.
- i) The Council must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representative.
- j) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Council, the requirements set out in paragraph d), e) and f) of this clause are taken not to apply.

## **9. DISPUTE RESOLUTION**

- a) A dispute relates to:
- a matter arising under this Agreement; or
  - the National Employment Standards; or
  - matters an Employee has been advised are being dealt with under the Disciplinary Policy and/or Procedure; or
  - any policy or procedure that this Agreement refers to or calls into action.
- b) This clause sets out procedures to settle the dispute.
- c) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- d) 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 Departmental Manager.
- e) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- f) The Fair Work Commission may deal with the dispute in two stages:
- 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
  - if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair

Work Commission may then arbitrate the dispute; and 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.*

- g) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- h) While the parties are trying to resolve the dispute using the procedures in this term:
  - an Employee must continue to perform their work as they would normally they have reasonable concern about an imminent risk to their health or safety; and
  - an Employee must comply with a direction given by Council to perform other available work at the same workplace, or at another workplace, unless:
    - the work is not safe; or
    - applicable occupational health and safety legislation would not permit the work to be performed; or
    - 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.
- i) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **10. RESOURCING AND LABOUR HIRE / CONTRACTORS / CONSULTANTS**

- a) Council has the right to make intermittent use of contract labour to meet a need for a particular expertise, or a period of high demand for activities which cannot be met from existing staff resources.
- b) Council recognises that in certain circumstances the use of contractors and labour hire staff may affect the job security of Employees covered by this Agreement.
- c) Any party to the Agreement can seek clarification from Council with regard to resourcing decisions. Through these discussions if alternate resourcing ideas and options are identified Council may consider whether an immediate solution can be implemented or for longer term consideration.

## **Part 3 – EMPLOYMENT CONDITIONS**

### **11. EMPLOYMENT CATEGORIES**

- a) At the time of engagement, Council will inform each Employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in the time and wages record. Employees will be employed in one of the following categories:
  - Full-time Employee
  - Part-time Employee
  - Casual Employee

b) Full-time Employees

Full-time Employees are defined as those whose ordinary hours of work are either 37.5 (Indoor) or 38 hours per week (Outdoors/Community Facility).

c) Part-time Employees

Part-time Employees are those employed to work regularly for less than the ordinary weekly hours of duty. A part-time Employee is an Employee who:

- works less than the full-time hours of 38 hours per week for Outdoor/Community Facility Employees or 37.5 hours per week for Indoor Employees;
- has reasonably predictable hours of work; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

At the time of engagement the Council and the part-time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times each day.

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

The Council is required to roster a part-time Employee for a minimum of two hours on any shift.

Council will continue to review part-time work arrangements on an annual basis.

d) Casual Employees

A casual Employee is an Employee who is engaged and paid as such but does not include a part-time or full-time Employee.

The provisions of this Agreement relating to Annual Leave, personal leave and public holidays will not apply to a casual Employee, for which they are compensated with a loading (Clause 32) above the ordinary rate.

Penalties, including public holiday penalties and overtime, for casual Employees will be calculated on the ordinary hourly time rate for the classification in which they are employed exclusive of the casual loading.

If a casual Employee presents for their shift, as planned and has not received advice to the contrary that they are no longer required for that shift and they cannot be put to reasonable work, they will receive a minimum four hour payment.

Casual Employees are to be rostered for a minimum of a two hour attendance.

e) Fixed-term or Temporary Employees

Fixed-term or Temporary Employees are those who are offered work for a specific period of time or for a specific task(s). Fixed-term or Temporary Employees may be engaged on specific projects, to cover Employees absent on leave, or specific grant funded positions.

A Full-time or Part-time Employee may be engaged as a Fixed-term or Temporary Employee.



f) Ongoing Employees

If the employment contract does not refer to casual or Fixed-Term or Temporary the employment engagement is taken to be ongoing which has previously been referred to as permanent.

**12. CONVERSION OF CASUAL**

a) Council must make an offer to an Employee to become an ongoing/permanent Employee if:

- The Employee has have been employed by for at least 12 months, and
- The Employee has worked a regular pattern of hours for the last six months on an ongoing basis, and
- The Employee could reasonably expect regular hours to continue as a permanent Employee without significant changes.

b) Council is required to make an offer of conversion within 21 days after the Employee's 12 month anniversary. The Employee has 21 days to respond to the offer and must do so in writing. If no response is received from the Employee it will be deemed by Council that a casual employment relationship is to continue.

c) An Employee can request a casual conversion post their 12 month anniversary if they have not received any advice on a potential conversion from Council.

d) Council does not have to offer casual conversion if:

- there are reasonable grounds for them not to i.e. in the next 12 months the position will not exist, the hours of work will significantly reduce, days or times of work will change and cannot be accommodated by the Employee, or
- the Employee is not eligible.

e) If Council make a decision not to make an offer of casual conversion on the 12 month anniversary review the Employee will be advised in writing.

**13. PROBATIONARY PERIOD**

a) All positions with the exception of casual positions will contain a probationary period. The probationary period will be for a period of three months with the option to extend for a further three months upon Employee and Council consultation.

b) Ongoing Consultation and feedback will be provided to the Employee throughout the probationary period.

c) At any time during the probationary period, the Council or the Employee can terminate the employment by giving one week's notice in writing.

**14. PHASED IN RETIREMENT**

a) It is recognised by Council that some Employees approaching normal age of retirement wish to reduce their work commitments through a reduction in working hours over a period of time with a consequential reduction in salary.

b) Council shall consider all applications for part-time employment, job-sharing arrangements or phased in retirement and such matters shall be determined solely on the basis of whether such

arrangements can be accommodated by and within Council's overall operational requirements and at no additional cost to the Council. Any Employee who wishes to be considered for such arrangements should advise the Council in writing and the part-time arrangements can only apply for a 12 month period, by mutual agreement this period may be increased. From the time prior to the commencement of the part-time arrangement the Employee's entitlements will be guaranteed, but will be subject to the normal part-time/pro rata provisions for the time after the agreement has commenced.

- c) Employees considering entering into a pre-retirement employment agreement should seek their own independent advice from their superannuation fund, government departments, financial advisors and retirement specialists to ensure any arrangements agreed to are done so with full understanding by the Employee.

**15. TERMINATION OF EMPLOYMENT**

**15.1 Termination of employment**

- a) Termination of employment refers to the termination of the employment relationship between Council and any Employee, either at the request of Council or of that Employee.

**15.2 Notice of termination by Council**

<b>Employees' Period of Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 Week
More than 1 year but not more than 3 years	2 Weeks
More than 3 years but not more than 5 years	3 Weeks
More than 5 years	4 Weeks

- a) In addition to this, if the Employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the Employee receives an additional weeks' notice.
- b) In the event Council does not require the Employee to work the notice period payment in lieu of notice can be made. That total must be calculated on the basis of:
- the Employees' ordinary hours of work (even if not standard hours); and
  - the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - any other amounts payable under the Employee's contract of employment.
- c) The period of notice in this clause does not apply to:
- apprentices and trainees whose employment is under an approved agreement, is for a specified period or is for any other reason, limited to the duration of the agreement;
  - Employees engaged for a specific period of time or for a specific task or tasks; or
  - casual Employees.

**15.3 Notice of termination by an Employee**

- a) The notice of termination required to be given by an Employee is the same as that required of Council except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- b) If an Employee fails to give the required notice Council may withhold the relevant number of days

notice up to a maximum of five days from the Employee's final pay, on the basis that the pay withheld is taking from ordinary time earnings, not any leave entitlement payouts.

- c) To withhold monies in accordance with 15.3(b) the Employee must be over 18 years of age, or alternatively there must be an agreement to withhold the monies which the Employee's guardian has signed and agreed to.

#### **15.4 Agreed early termination**

- a) The termination date may be scheduled earlier if agreed to by both the Council and Employee.
- b) If an Employee and Council agrees to terminate the employment relationship prior to serving the notice period the Employee will not forgo payment of the full notice period by entering into the agreement to terminate at an earlier date.

#### **15.5 Job search entitlement**

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

### **16. REDUNDANCY**

#### **16.1 Notice period**

- a) A period of four weeks' notice or payment in lieu thereof. An additional one weeks' notice if the Employee is aged 45 years or more at the time of redundancy, or payment in lieu thereof.

#### **16.2 Determining redundancy**

- a) Council has to determine if the work performed by an Employee is no longer required in accordance with the *Fair Work Act 2009*. It is only after consideration of this, that an Employee can be advised that the position they currently occupy will be made redundant.

#### **16.3 Suitable alternate employment**

- a) Prior to confirming redundancy and any need to separate from Council, Council will make every endeavour to find reasonable suitable alternative employment for an Employee in a redundancy situation. This involves considering the Employee for any current or known arising vacancy within the Council that the Employee maybe appropriately skilled and experienced for, or could be trained to undertake.
- b) Once details of redeployment have been identified and provided to an Employee in writing, that Employee will be entitled to up to 14 consecutive days within which to consider the suitable alternate employment and advise Council of their decision.
- c) Where no reasonable redeployment to suitable alternate employment can be offered, that Employee's employment at Council will be terminated on account of redundancy and the Employee will receive a redundancy payment.
- d) Reasonable suitable alternate employment includes an offer which may result in an Employee being employed at a lower salary or lower classification level or under materially altered employment conditions unless a reasonable person in all the circumstances would not accept that offer.

- e) An Employee who is redeployed into another position continues their employment with Council and therefore forgoes any entitlement to a redundancy payment under this Agreement.

#### **16.4 Disputing suitable alternate employment**

- a) If agreement on an offer of redeployment is not reached between the General Manager and the Employee then any party may refer the matter to the Fair Work Commission for determination. The Fair Work Commission is to determine whether the offer of redeployment is:
- a reasonable offer of redeployment; or
  - not a reasonable offer of redeployment.
- b) If the offer of redeployment is determined by the Fair Work Commission to be a reasonable offer of redeployment then the Employee may accept the offer within 14 consecutive days from the date of determination by the Fair Work Commission. If the Employee does not accept the offer then their employment may be treated as at an end by the Council and the Employee will not be entitled to any redundancy package under this Agreement.
- c) If the offer of redeployment is determined by the Fair Work Commission not to be a reasonable offer of redeployment then the Employee is entitled to a redundancy package under this Agreement.

#### **16.5 Redundancy payment**

- a) Severance pay calculated on the basis of three weeks' income for each completed year of continuous service with a pro-rata entitlement for a part completed year of service.
- b) This entitlement will be capped at 52 weeks.
- c) Where a long term casual Employee accepts an offer of permanency, the number of consecutive months that Employee has been working on a casual basis at Council will be taken into account when calculating Long Service Leave and redundancy entitlements.

#### **16.6 Loss of motor vehicle payment**

- a) Full Private Use  
(Purchase price x 0.27) + \$3,500.00, from which may be deducted any annual payment made by the Employee with respect to the motor vehicle as agreed between the Council and the Employee.
- b) Limited Private Use  
80% of (Purchase price x 0.27) + \$3,500.00, from which may be deducted any annual payment made by the Employee with respect to the motor vehicle as agreed between the Council and the Employee.

#### **16.7 Job search entitlement**

- a) During the period of notice of termination given by Council an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Council, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

## **16.8 Outplacement support**

- a) Council will support an Employee who has been notified of redundancy with finding new employment by way of outplacement support.
- b) Outplacement support is deemed to be, but not limited to include;
  - Support in preparing a resume and job application,
  - Interviewing skills and simulation,
  - New skills and qualifications,
  - Job network engagements and designated support activities.
- c) Council will provide support whilst employment remains active and up to three months post employment ceasing.
- d) The amount of funding Council contribute to outplacement support will be determined on a case by case basis as the Employee requests it via their Departmental Manager for discussion with the Human Resources Professional and the General Manager.

## **16.9 Employee leaving during notice period**

- a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in Termination of Employment (Clause 15). In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with Council until the expiry of the notice, but will not be entitled to payment in lieu of notice.

## **16.10 Employees exempt**

- a) This clause does not apply to:
  - probationary Employees;
  - trainees and apprentices;
  - Fixed term or Temporary Employees engaged for a specific period of time or for a specified task or tasks; or
  - casual Employees.

## **17. TRANSMISSION OF BUSINESS**

- a) Where business or part of a business of Council is transferred by Council to another employer and an Employee who, at the time of such transfer was an Employee of Council, elects to become an Employee of the new employer, to the extent that Council has control of it they shall ensure for 12 months, or for the life of the agreement (whichever is the greater), that the terms and conditions of employment paid by the new employer are no less favourable than those applicable to each transferred Employee immediately prior to the transfer of business occurring in accordance with the part 2.8 of the *Fair Work Act 2009*.
- b) A transferred Employee retains any rights to Annual Leave, Long Service Leave, Personal/Carers Leave and other forms of leave, accrued or accruing, during their employment with the new employer, and may claim any such entitlements.

## **18. EXIT INTERVIEWS**

- a) Upon request of the Employee or Departmental Manager an exit interview will be conducted and coordinated by the Human Resources Professional. The Human Resource Professional may request the interview be carried out by a Supervisor, a Departmental Manager or the General Manager.

#### **19. WORKFORCE FLEXIBILITY**

- a) In the interests of efficiency, flexibility and a harmonious workplace, Employees shall perform duties as directed, provided that the duties are within the Employee's qualification(s), competence and skills base.
- b) Where, due to inclement weather, machinery or equipment breakdown, non-supply of materials or any other reason an Employee is prevented from undertaking their normal work, Employees will be provided with alternative productive work within their qualification(s) and skills base, or training may be organised, to maximise the benefit of such unproductive time.
- c) If an Employee feels that they are being unfairly targeted by requests to do alternate duties, they may access the dispute resolution clause contained within this Agreement.
- d) Wherever reasonably practicable, work either suited to or unaffected by being performed in wet weather will be reserved for such occasions. When an Employee is required to work in wet weather, Council will ensure they have provided to that Employee all reasonable equipment required for the Employee to undertake this work without adverse risk to that Employee's health or safety.

#### **20. EMPLOYEE START AND FINISH POINTS – PRINCIPAL WORK LOCATION**

- a) An Employee's starting and finishing point will be the Employee's principal work location as stated in the employment contract. Any variation to the starting and/or finishing point on any given work day can be determined by mutual agreement between management and the relevant Employee(s).
- b) If an Employee considers that the application of this clause results in personal hardship in terms of additional travel in their approved personal vehicle they will be reimbursed for the additional kilometres beyond the normal travel, and if additional travel time occurs, remunerated on a time for time basis for the addition time beyond the normal travel.
- c) If the Employee believe they experience hardship as a result of this clause they may raise the matter in accordance with Clause 9, Dispute Resolution.

#### **21. INDIVIDUAL FLEXIBILITY – PAYMENT ARRANGEMENTS**

- a) The General Manager or their delegate and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if this Agreement deals with one or more of the following matters:

- overtime rates;
- penalty rates;
- allowances;
- leave loading;

and the arrangement meets the genuine needs of the Council and Employee in relation to one or more of the matters aforementioned and the arrangement is genuinely agreed to by the Council and Employee.

- b) Council must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c) Council must ensure that the individual flexibility arrangement:
- is in writing; and
  - includes the name of Council and Employee; and
  - is signed by Council and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - includes details of:
    - (i) the terms of this 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 their employment as a result of the arrangement; and
  - states the day on which the arrangement commences.
- d) Council must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) Council or the Employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
  - if Council and Employee agree in writing at any time.
- f) Applications for individual flexibility agreements will be made to the General Manager or their delegate. The Council is to respond to the request within 21 days of receipt.
- g) If an application by an Employee for an individual flexibility agreement is not approved, the Employee will be provided with a written response outlining the grounds on which the application was declined.
- h) This clause is part of Council's commitment to Flexible Working Arrangements as per Section 65-66 of the *Fair Work Act 2009* that specifically sets out the following Employees can request flexible working arrangements:
- the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - the Employee has a disability;
  - the Employee is 55 or older;
  - the Employee is experiencing violence from a member of the Employee's family;
  - the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

## **22. INDIVIDUAL FLEXIBILITY - WORKING REMOTELY**

- a) There may be occasions where it is possible for an Employee to work remotely to balance organisational and personal needs. Council may, by formal written agreement provide opportunity

for Employees to undertake some work responsibilities remotely. Guidance for working remotely can be obtained from relevant Council policy and procedure.

- b) These arrangements would be negotiated on a case-by-case basis between the Employee and their Departmental Manager and ultimately approved by the General Manager.
- c) Consideration of the following issues should precede any decision to approve Employees working remotely:
  - The nature of the work and its suitability to a working remote;
  - Ensuring a medical certificate is provided if a staff member wishes to work remotely because they are unfit to attend the normal workplace but are otherwise able to perform their duties;
  - Agreed hours of work and communication procedures;
  - Agreed procedures for recording work hours. This is important for workers compensation purposes as workers compensation arrangements apply to all injuries arising out of the course of employment, whether the injury occurred while the person was working from home or in a more traditional workplace;
  - A risk assessment must be completed to the satisfaction of the Council's Workplace Health & Safety Risk Officer.
- d) The risk assessment should be undertaken to the satisfaction of the Council's Workplace Health & Safety Risk Officer, to ensure the following:
  - The suitability of the role to be done remotely from a safety point of view;
  - Establish what, if any, equipment will be necessary for an Employee to safely undertake remote based work; consideration will include desk, chair, devices, lighting, ventilation etc.;
  - Access to basic first aid;
  - Exits from the work space.
- e) The Workplace Health & Safety Risk Officer has the discretion to also accept a risk assessment the Employee has undertaken themselves.
- f) The result of the risk assessment will in part determine whether approval for working remotely is granted.
- g) This assessment must be undertaken prior to the Employee working remotely and a copy placed on the Employee's personnel file.
- h) Upon all information being collated the General Manager has 21 days from this date to provide approval or document the reasons for refusal.
- i) This clause is part of Council's commitment to Flexible Working Arrangements as per Section 65-66 of the *Fair Work Act 2009* that specifically sets out the following Employees can request flexible working arrangements:
  - the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - the Employee has a disability;
  - the Employee is 55 or older;
  - the Employee is experiencing violence from a member of the Employee's family;
  - the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is



experiencing violence from the member's family.

### **23. INDIVIDUAL FLEXIBILITY - WORK HOURS**

- a) The Council and Employee may agree to flexible working hours which include:
- banked hours,
  - make up time,
  - alternate break times,
  - different start and finish times,
  - rostering for scheduled full or half days off singularly or consecutively.
- b) Any Employee can request a flexible working arrangement beyond the Rostered Days Off as per Clause 23 in respect of their hours to provide for their own needs for work life balance. Arrangements will ideally be for annual periods to enable both the Employee and Council some predictability in managing resources.
- c) Upon an Employee making a request to their Departmental Manager, the Departmental Manager will have 21 days to respond. Requests cannot be unreasonably denied. An Employee can activate the Disputes Procedure as per Clause 9 in the event they believe their request has been unreasonably denied.
- d) Flexible working hours can only be implemented where it is reasonable and practical to do so and where operational needs will not be adversely affected. Operational needs include workload, work flow, resource levels.
- e) Arrangements agreed to will be in writing and placed on the Employee file.
- f) This clause is part of Council's commitment to Flexible Working Arrangements as per Section 65-66 of the *Fair Work Act 2009* that specifically sets out the following Employees can request flexible working arrangements:
- the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - the Employee has a disability;
  - the Employee is 55 or older;
  - the Employee is experiencing violence from a member of the Employee's family;
  - the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

## **Part 4 – SALARIES AND RELATED MATTERS**

### **24. PAYMENT OF WAGES**

#### **24.1 Timesheets**

- a) Timesheets must be completed within the appropriate time frames and submitted by the agreed means for the work area to the Employee's Departmental Manager or Supervisor for approval; and
- b) They are to be an accurate record of an Employee's working hours. Start and finish times and lunch breaks must be accurate times not the nominated hours of work.

## 24.2 Payment

- a) Salaries and wages will be paid fortnightly by electronic funds transfer into the Employee's nominated bank account(s) on or prior to the designated payday.
- b) The pay period will end every second Sunday at 12 midnight and funds will be deposited in Employees' nominated bank account no later than the following Thursday. Where a public holiday falls on the ordinary payday, Council will make the payment on the working day preceding the public holiday.
- c) Employees shall receive a payment advice meeting the requirements as stated under Fair Work Regulation 2009 Reg 3.46.
- d) Wages shall be paid in accordance with the hours worked. Provided that where a system of rostered days off is adopted Employees may have an amount deducted from wages payable in pay periods which do not include a Rostered Day Off and have such deduction credited during pay periods which include a Rostered Day Off, thus having the effect of averaging earnings over the full cycle.
- e) Employees who terminate employment for any reason will be paid as soon as practicable, ideally within one working day of the date termination becomes effective.
- f) Employees are required to return all Council property in their possession on the date termination becomes effective. Prior to the termination date the Council and Employee will agree on all properties to be returned on termination date. Any loss from non returned property identified post termination date effect will result in the Employee being managed as a debtor and exposing themselves to the relevant debt collection processes if the debt is unpaid.

## 25. WAGE AND SALARY INCREASES

### 25.1 Salary bands

- a) The following salary tables represent the salary scales as at the Agreement certification date. The tables will be updated each year on 1 July, from 1 July 2022 by the relevant salary increase.
- b) The band assigned to a position is determined by assessing the position description against the Classification Descriptors (Clause 31).

#### Indoor

Band	Bottom	Top
Team Leader	\$86,590	\$102,826
Specialist Officer	\$81,178	\$97,414
Officers – Professional	\$64,942	\$81,178
Officers – Semi Professional	\$57,366	\$68,189
Customer Business Officer	\$47,624	\$62,000

#### Outdoor

Band	Bottom	Top
Team Leader	\$75,767	\$92,002
Senior Officer	\$62,778	\$79,014
Officer	\$50,872	\$67,108

Waste/Cleaning Support	\$43,295	\$55,000
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- c) Wage rates for Apprentices will be based on the following percentages applied to the bottom of an Officer band.  
Year 1 – 55%  
Year 2 – 70%  
Year 3 – 90%  
Year 4 – 95%
- d) Junior Employees being those that have not attained the age of 21 years that are not employed based on an Apprenticeship or a Traineeship, shall be paid based on the following schedule relative to the position's band they are employed to undertake:  
Up to 16 years – 55%  
17 years – 65%  
18 years – 75%  
19 years – 85%  
20 Years – 95%

## 25.2 Salary Increase

- a) All Employees covered by this Agreement will receive the salary increases in the first full pay period occurring in:
- July 2022
  - July 2023
  - July 2024
- b) The salary increase will be 2.75% or Hobart Consumer Price Index (CPI) up to a cap of 3.75% whichever is greater. CPI will be based on Hobart CPI published in April for the 12 months ending March.

## 26. SALARY SACRIFICE

- a) Council will provide for staff to salary sacrifice any items approved by the Australian Tax Office for salary sacrificing that do not attract fringe benefits tax.
- b) Council will continue during the life of this Agreement to have Finance Officers research opportunities to extend salary sacrificing opportunities to staff that do not create a fringe benefits tax liability. Any opportunities that arise will be communicated to staff as and when they are identified.
- c) Employees are responsible for obtaining independent financial and salary packaging advice prior to availing themselves of this provision. Any Employee taking up the options provided in this clause shall do so at their own instigation. Council shall in no way be liable for any claims or expenses involved in an Employee exercising their right to salary sacrifice under this provision. All Fringe Benefits Tax (FBT) liabilities and administrative costs associated with any salary sacrifice arrangements are meant to be met by the Employees.
- d) An Employee may choose to salary sacrifice to a level where their taxable income is less than the rate prescribed for their classification scale under the federal minimum wage and pay scales. In such case, the Council will not be in breach of minimum wage payments in respect of the Employee's wage or salary scale by virtue of the implementation of the salary sacrifice arrangements and the provisions of this clause.

- e) Employees who have salary sacrifice arrangements in place shall continue to pay their contributions on a salary sacrifice basis during a period of paid leave.

## **27. ANNUAL PERFORMANCE AND DEVELOPMENT REVIEWS**

- a) All Employees will make themselves available for an annual performance review and development process. Council commits to ensuring that these reviews are conducted annually for each Employee.
- b) The performance appraisal shall have regard to the roles performed and shall:
- relate to the development and utilisation of relevant skills and the achievement of performance objectives and standards, based on the duties outlined in the Employees' position description;
  - recognise the achievements of excellence in performance and provide feedback on meeting agreed objectives and standards in a spirit of trust and cooperation;
  - recognise the worth of individuals and ensure both equality of opportunity and the absence of discrimination;
  - be flexible, adaptable and orientated towards a versatile and dynamic service based organisation.
- c) Progression of an Employee within the positions allocated band shall not be automatic; it shall be dependent upon the achievement of all of the following:
- The acquisition and satisfactory utilisation of new or enhanced skills if required by Council and as is determined in accordance with the training and development plan; and
  - The meeting of established performance objectives as determined in accordance with annual reviews; and
  - Satisfactory service over the preceding 12 months.
- d) This clause shall not preclude a review at any time of the rate of pay within the Band or the assignment of the Band when the circumstances relating to an individual Employee so justify.

## **28. SUPERANNUATION**

### **28.1 Superannuation fund**

- a) In accordance with legislation Council will pay superannuation to a fund of the Employee's choice.
- b) In the event that an Employee's written selection of the fund is not received by the Council within the 14 days or the Employee has not provided all the information required, the Council will conduct the relevant check with the Australian Tax Office to obtain the most recent superannuation fund used by the Employee and will adopt this fund. If there is not fund and the Employee has not provided information to contribute to the entire amount of superannuation contributions payable in respect of that Employee to the Council's default fund which is Spirit Super or its successor.

### **28.2 Superannuation contribution rate**

- a) Council will comply with all relevant legislation pertaining to superannuation, in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

### **28.3 Additional superannuation co-contribution option**

- a) Council will contribute additional superannuation if the Employee chooses to make additional superannuation directly themselves. Employees can choose if they make the contribution by salary sacrifice or not.
- b) Council will contribute an additional 50% of any extra super an Employee contributes up to a maximum of 4% of the Employee's annual gross salary.

For example if you are on a gross salary of \$50,000 per annum Council will contribute a maximum of \$2000. If you wanted to maximise this you would contribute \$153.80 per fortnight.

- c) Additional contributions must be for a minimum of a six month period. If during the six month period a person needs to adjust the arrangement due to hardship then a change to this arrangement will not be unreasonably refused.

#### **28.4 Superannuation payments**

- a) Contributions to the fund will continue to be paid while the Employee is absent on paid leave or while the Employee is receiving workers' compensation make-up payments.

#### **29. SUPERANNUATION - SALARY SACRIFICE**

- a) Salary sacrifice is an arrangement where an Employee agrees to forego part of their future pre-tax salary or wages in return for Council providing agreed benefits. On request and subject to agreed Council policy, legislation applying to taxation and superannuation schemes, Employees will be able to salary sacrifice to make superannuation contributions.
- b) Salary sacrifice arrangements must be formalised by a written agreement signed by the Employee and the General Manager. Salary sacrifice arrangements must comply with prevailing taxation, superannuation and industrial relations legislation. Should legislative change render an existing salary sacrifice arrangement invalid, the agreement will be terminated immediately. An Employee may elect to alter their salary sacrifice agreement giving Council not less than one month's written notice no more than twice every 12 months, unless authorised by the General Manager.
- c) A salary sacrifice arrangement shall remain in force for as long as both the law permits such an arrangement and any counter-party accepts payment under the arrangement, or until withdrawn or amended by the Employee upon giving the Council not less than one month's written notice. Council may withdraw from a salary sacrifice arrangement by giving the Employee not less than one month's written notice.
- d) Employees are responsible for obtaining independent financial and salary packaging advice prior to availing themselves of this provision. Any Employee taking up the options provided in this clause shall do so at their own instigation. Council shall in no way be liable for any claims or expenses involved in an Employee exercising their right to salary sacrifice under this provision. All Fringe Benefits Tax (FBT) liabilities and administrative costs associated with any salary sacrifice arrangements are meant to be met by the Employees.
- e) An Employee may choose to salary sacrifice to a level where their taxable income is less than the rate prescribed for their classification scale under the federal minimum wage and pay scales. In such case, the Council will not be in breach of minimum wage payments in respect of the Employee's wage or salary scale by virtue of the implementation of the salary sacrifice arrangements and the provisions of this clause.

- f) Employees who have salary sacrifice arrangements in place shall continue to pay their contributions on a salary sacrifice basis during a period of paid leave.
- g) Council's superannuation contributions for an Employee who has salary sacrifice arrangements in place will be calculated on the wage or salary for the Employee as if no such arrangements were in place.

### **30. SUPPORTED WAGE SYSTEM**

As per the Local Government Industry Award 2020.

### **31. CLASSIFICATION AND PAYMENT**

- a) The salary and wage levels contained in Clause 25 and set out the minimum that Employees will receive for their respective classification.
- b) It is acknowledged that the classification structure introduced in this Agreement is new and may require revision. During the life of this Agreement Council will commit to developing a working party involving the Australian Services Union and up to six Employee Representatives elected by the workforce to work with Departmental Managers and the Human Resources Professional to consider issues and solutions as needed. If deemed required by the working party Council will work through a process of varying this Agreement in the Fair Work Commission to adopt any immediate and vital changes the working party resolve.
- c) The salary and wage levels apply to the calculation of overtime, penalty rates, superannuation, payments during personal leave, Annual Leave and Long Service Leave, allowances and for all other purposes of this Agreement.

## **OUTDOOR CLASSIFICATION DESCRIPTORS**

### ***Team Leader***

#### **Accountability**

- Development and delivery of operational plans.
- Leadership of a group of staff to deliver a Council service or in a specialised discipline of an area.
- Set and prioritise team goals.
- Management of budgets for both capital and operational expenditure.
- Management of delegated projects in accordance with project management methodology.
- Management of contracts and agreements that relate to provision of operational services or as it relates to project management.
- Ensure area of speciality or service is compliant with legislation.
- Lead the application of risk management methodology in the group of staff or specialised discipline.
- Contribute to the development of policy for the area of speciality or service prior to formal Council endorsement and lead the implementation of policy for staff.
- Provide Council with expert advice as to complex problem resolution or areas of opportunity to improve in the professional body of knowledge area or as it relates to staff.

#### **Judgement/Problem Solving**

Positions at this level will exercise autonomy in decision making. They will be relied upon and held accountable for making sound to expert judgements consistent with Council plans and in consideration of legislative compliance for their team of staff or in their area of speciality. They will be the receiver of complaints, concerns or queries from internal or external stakeholders in their area of Service or speciality.

Positions at this level will involve their direct manager, if not the General Manager in decision making which may impact external stakeholders or impact other areas of speciality or people beyond their team.

**Interpersonal**

These roles are generally considered to be part of the broader Council leadership team. They are responsible for supporting a leadership culture that is consistent with Council’s aspirations. These leaders will be the drivers to implement change that improves Council performance.

Positions at this level will be able to review complaints, provide advice on these and recommend resolutions. They will have developed conflict resolution skills particularly for resolving internal disputes.

**Qualifications/Training/Experience**

Depending on the incumbent’s skills, training and experience they could be remunerated in the following three ranges. The skills, training and experience required by the employer must be demonstrated in the role as regularly as the role requires.

Each range assumes you have the prior range satisfied therefore they are cumulative and not to be viewed singularly.

Range 1	Range 2	Range 3
<ul style="list-style-type: none"> <li>- Up to a degree qualification in a relevant field or an equivalent combination of training.</li> <li>- Professional development training via courses, conferences, programs or specific higher education qualification in leadership generally or in an area of speciality.</li> <li>- At least six years’ relevant work experience.</li> <li>- Experience in creating operational plans which connect to a strategic plan.</li> <li>- At least two years’ experience in leading or contributing to budget compilation, monitoring and reporting.</li> <li>- At least two years’ experience in policy development, implementation and evaluation experience.</li> <li>- High level written and verbal communication skills to cater for a wide and</li> </ul>	<ul style="list-style-type: none"> <li>- At least eight years experience fulfilling a leadership position.</li> <li>- Demonstrated experience in leading changes successfully with positive impacts on the organisation.</li> <li>- Evidence of negotiating outcomes with staff that lead to organisational success and minimise industrial and safety risk.</li> <li>- Professional development in the last two years relating to contract and procurement management, including evidence of applying successful contract and procurement management processes.</li> <li>- Professional development in running projects and resolving common issues and errors in project management.</li> </ul>	<ul style="list-style-type: none"> <li>- At least ten years experience fulfilling a leadership position.</li> <li>- Training in leadership and management disciplines outside of the technical field.</li> <li>- Completion of a recognised qualification in project management from a specialist training provider i.e. Prince2, IPM or similar.</li> <li>- Successful project management of at least two major projects (\$250K+) in the last ten years.</li> </ul>

<p>varied audience, including engaging presentation skills.</p> <ul style="list-style-type: none"> <li>- Prepare Work Zone Traffic Management Plan.</li> <li>- Intermediate to advanced use of Excel for the purposes of preparing budgets, managing expenditure, workflow management and similar.</li> <li>- Evidence of leadership in safety and environmental managements, including practical training and instruction of others in safe management systems.</li> </ul>	<ul style="list-style-type: none"> <li>- Apply Risk Management Processes for Traffic Management or equivalent risk management training.</li> </ul>	
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### **Senior Officer**

#### **Accountability**

- Delivery of tasks as they relate to operational plans and daily work program/schedule.
- Contribute to the development and delivery of projects to ensure they are on time and in budget.
- Provide technical guidance in the operation of plant/equipment/materials as it relates to difficult or unusual work environments.
- Provide senior staff with advice on task and activities as it relates to policy and procedure formulation, complaint resolution, planning and change initiatives, in particular highlight implementation issues and recommending adjustments or solutions.
- Resolve technical issues which are new, complex and devise solutions involving the appropriate stakeholders needed.
- Ensure all work practices are in accordance with risk management approaches, particularly safety.
- Provide mentoring and on the job training to others to ensure performance of role at required standards.
- May supervise and provide instruction to Trainees/Apprentices.

#### **Judgement/Problem Solving**

Positions at this level will exercise autonomy in decision making as it relates to their area of knowledge. Judgements will be guided by Council plans, policy and procedure or appropriate technical knowledge.

Positions at this level will receive and contribute to the resolution of complaints, concerns or queries from internal and external stakeholders. Positions at this level will involve their direct manager in final decision making.

Interpersonal

The position will be considered a key support to the leaders of their service area. They will be a relied upon for practical content/technical advice in the performance of their and more junior roles.

#### **Qualifications/Training/Experience**

Depending on the incumbent's skills, training and experience they could be remunerated in the following three ranges. The skills, training and experience required by the employer must be



demonstrated in the role as regularly as the role requires so.

Each range assumes you have the prior range satisfied therefore they are cumulative and not to be viewed singularly.

Range 1	Range 2	Range 3
<ul style="list-style-type: none"> <li>- Certificate III to associate diploma level qualifications or an equivalent combination of training.</li> <li>- At least six years' practical relevant experience post qualification.</li> <li>- Experience supporting leaders to identify opportunities for improvement and implement workplace changes (people, process or plant) in technical speciality.</li> <li>- Task focus on attention to detail, timeframes and output.</li> <li>- Sound understanding of policy, procedure and guidelines and the observance of these.</li> <li>- Developed written skills, proficient reading, intermediate mathematical ability.</li> <li>- Developed computer skills and use of these in carrying out of daily tasks.</li> <li>- Evidence of creating Job Safety Environment Assessments for non-routine or varied work and input into review of standard operating procedures to improve safe work practices.</li> </ul>	<ul style="list-style-type: none"> <li>- At least eight years' experience as an advanced officer with evidence of continued additional development or qualifications in the area of technical speciality.</li> <li>- Experience problem solving significant technical issues and finding resolutions that minimise damage (property, plant, equipment, cost).</li> <li>- Apply Risk Management Processes</li> <li>- Mentoring and guiding others in the understanding of the safety system and its application in day to day work tasks and activities.</li> <li>- Experience having mentored at least five staff over the last ten years to be proficient in the area of speciality.</li> <li>- Continuous review of work practices and evidence of at least three ways of improving safe work practices over a five year period.</li> </ul>	<ul style="list-style-type: none"> <li>- Over ten years' experience as an advanced officer with evidence of continued additional development or qualifications in the area of technical speciality.</li> <li>- Evidence of capacity to operate Excel or computer system from a planning and financial point of view.</li> <li>- Evidence of professional development in contract and/or project management and commencement of a qualification in this field.</li> <li>- Evidence of improving safety system and its application in day to day work tasks and activities.</li> </ul>

## **Officer**

### **Accountability**

- Delivery of tasks as they relate to operational plans and daily work program/schedule.
- Contribute to the development and delivery of projects to ensure they are on time and in budget.
- Provide senior staff with advice on task and activities as it relates to policy and procedure formulation, complaint resolution, planning and change initiatives.

- Ensure all work practices are in accordance with risk management approaches, particularly safety.
- May supervise and provide instruction to Trainees/Apprentices.

**Judgement/Problem Solving**

Positions at this level will exercise a high degree of task level autonomy. They will resolve the majority of task related decisions. Matters relating to policy, procedure, process change will be referred to senior staff.

**Interpersonal**

The incumbent will have well developed interpersonal skills to engage with others internal and external to the Council in carrying out their daily work. They may be called upon to assist senior staff work through task related matters for complaints, plans and similar and therefore must be able to engage with senior staff appropriately.

**Qualifications/Training/Experience**

Depending on the incumbent’s skills, training and experience they could be remunerated in the following three ranges. The skills, training and experience required by the employer must be demonstrated in the role as regularly as the role requires so.

Each range assumes you have the prior range satisfied therefore they are cumulative and not to be viewed singularly. Where plant and equipment are listed under a range and group the requirement is that all plant and equipment will be demonstrated not one or a group within. The grouping of experience is relative to the area within which an appointment has been made.

Range 1	Range 2	Range 3
<p><b>All Teams</b></p> <ul style="list-style-type: none"> <li>- Certificate III qualifications or an equivalent combination of training.</li> <li>- At least two years’ practical relevant experience post qualification.</li> <li>- Task focus on attention to detail, timeframes and output.</li> <li>- Sound understanding of policy, procedure and guidelines and the observance of these.</li> <li>- Developed written skills, proficient reading, intermediate mathematical ability.</li> <li>- Some computer skills and use of these in carrying out of daily tasks.</li> <li>- Control Traffic with a Stop/Slow Bat.</li> <li>- An ability to identify when questioned on scenarios or in practice, risks relating to activities or</li> </ul>	<p><b>All Teams</b></p> <ul style="list-style-type: none"> <li>- At least five years’ practical relevant experience post qualification.</li> <li>- Developed computer skills in use of relevant systems.</li> <li>- Work &amp; task related problem-solving skills.</li> <li>- Developed time management and organisational skills</li> <li>- Implement Work Zone Traffic Management Plan.</li> <li>- Evidence of applying aspects of Council’s safety management system to work practices and ability to identify when questioned forms to use on jobs, policies, procedures to refer to.</li> </ul> <p><b>Green Spaces Team</b></p>	<p><b>All Teams</b></p> <ul style="list-style-type: none"> <li>- At least eight years’ practical relevant experience post qualification.</li> <li>- Well-developed computer skills to research, prepare basic documents, and guide others in use of relevant systems.</li> <li>- Well developed problem- solving skills.</li> <li>- Demonstration of input to and commitment to implementation of continuous improvement processes.</li> <li>- Prepare Work Zone Traffic Management Plan.</li> <li>- Evidence of creating Job Safety Environment Assessments for non-routine or varied work and input into review of standard operating procedures to improve safe work practices.</li> </ul>

<p>tasks and ways to minimise exposure.</p> <p><b>Green Spaces Team</b> Can operate the following:</p> <ul style="list-style-type: none"> <li>- Ride-on and Push Mower</li> <li>- Blower</li> <li>- Brush cutter</li> <li>- Hedge Trimmer</li> <li>- Mobile Chipper</li> </ul> <p><b>Roads Construction &amp; Maintenance Team</b> Can operate the following:</p> <ul style="list-style-type: none"> <li>- Vibrating Plate/Wacker</li> <li>- Trench Rammer/Wacker</li> <li>- Front-end Loader</li> <li>- Tractor with deck slasher, blade or broom</li> <li>- Roller</li> <li>- Tip Truck</li> </ul> <p><b>Town Services Team</b> Can operate the following:</p> <ul style="list-style-type: none"> <li>- Vibrating Plate/Wacker</li> <li>- Trench Rammer/Wacker</li> <li>- Concrete cutter</li> <li>- Building power tools</li> <li>- Medium rigid truck &amp; hicab</li> </ul>	<ul style="list-style-type: none"> <li>- Certification for Chemical Handling and Storage with sound knowledge of weed spraying.</li> <li>- Sound knowledge of tree, vegetation &amp; garden maintenance. Small engines short course and/or evidence of servicing and maintaining equipment.</li> </ul> <p><b>Roads Construction &amp; Maintenance Team</b> Developed skills and experience in operating:</p> <ul style="list-style-type: none"> <li>- Tractor with side arm slasher</li> <li>- Backhoe</li> <li>- Excavator</li> <li>- Flocon</li> <li>- Grader</li> <li>- At least 3 years' practical experience with concreting.</li> </ul> <p><b>Town Services Team</b></p> <ul style="list-style-type: none"> <li>- Confined Space, elevated platform and Breathing Apparatus.</li> <li>- At least 3 years' practical experience with concreting and working with stormwater infrastructure.</li> <li>- Good understanding of building maintenance.</li> </ul>	<p><b>Green Spaces Team</b></p> <ul style="list-style-type: none"> <li>- Well developed skills in the area of horticulture, turf management, weed management or arboriculture.</li> </ul> <p><b>Roads Construction &amp; Maintenance Team</b></p> <ul style="list-style-type: none"> <li>- Well developed skills in operating key plant, including the Flocon and Grader.</li> </ul> <p><b>Town Services Team</b></p> <ul style="list-style-type: none"> <li>- Well developed skills in the area of building construction, stormwater infrastructure maintenance, complex form work and concreting</li> </ul>
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**Waste/Cleaning Support**

**Accountability**

- Delivery of tasks to the required qualitative and quantitative standard.
- Attention to detail and timeliness.
- Compliance with task related instruction and direction.
- Compliance with safety operating procedures and guidelines.

**Judgement/Problem Solving**

Able to resolve basic problems which are often of a repetitive and routine nature. Any new problem or one outside of procedures, guidelines or policy should be referred to your direct line manager/Supervisor.

**Interpersonal**

The position is required to interact with members of the public and fellow staff in a courteous and polite

manner. In addition, the capacity to query basic instruction and information if unsure is required.

**Qualifications/Training/Experience**

- Grade 10 completion.
- Reasonable written skills, proficient reading, basic mathematical ability.
- Basic computer literacy for finding information sheets, logging data, reading email.
- Experience with safe work practices.

Depending on the incumbent’s skills, training and experience they could be remunerated in the following three ranges. The skills, training and experience required by the employer must be demonstrated in the role as regularly as the role requires so.

Each range assumes you have the prior range satisfied therefore they are cumulative and not to be viewed singularly.

<b>Range 1</b>	<b>Range 2</b>	<b>Range 3</b>
<ul style="list-style-type: none"> <li>- Grade 10 completion.</li> <li>- Reasonable written skills, proficient reading, basic mathematical ability.</li> <li>- Basic computer literacy for finding information sheets, logging data, reading email.</li> <li>- Experience with safe work practices.</li> </ul>	<ul style="list-style-type: none"> <li>- At least five years’ experience operating in a cleaning, operator support, waste attendant role.</li> <li>- Certification for Chemical Handling and Storage.</li> </ul>	<ul style="list-style-type: none"> <li>- At least eight years’ experience operating in a cleaning, operator support, waste attendant role.</li> <li>- Demonstrated reviews of working practices, policies and procedures and provision of input to improve.</li> </ul>

**INDOOR CLASSIFICATION DESCRIPTORS**

***Team Leader***

**Accountability**

- Development and delivery of operational plans.
- Leadership of a group of staff to deliver a Council service or in a specialised discipline of an area.
- Set and prioritise team goals.
- Management of budgets for both capital and operational expenditure.
- Management of delegated projects in accordance with project management methodology.
- Management of contracts and agreements that relate to provision of operational services or as it relates to project management.
- Ensure area of speciality or service is compliant with legislation.
- Lead the application of risk management methodology in the group of staff or specialised discipline.
- Develop policy for the area of speciality or service prior to formal Council endorsement and lead the implementation of policy for staff.
- Provide Council with expert advice as to complex problem resolution or areas of opportunity to improve in the professional body of knowledge area or as it relates to staff.

**Judgement/Problem Solving**

Positions at this level will exercise autonomy in decision making. They will be relied upon and held accountable for making sound to expert judgements consistent with Council plans and in consideration of legislative compliance for their team of staff or in their area of speciality. They will be the receiver of complaints, concerns or queries from internal or external stakeholders in their area of service or speciality.

Positions at this level will involve their direct manager, if not the General Manager in decision making

which may impact external stakeholders or impact other areas of speciality or people beyond their team.

### **Interpersonal**

These roles are generally considered to be part of the broader Council leadership team. They are responsible for supporting a leadership culture that is consistent with Council's aspirations. These leaders will be the drivers to implement change that improves Council performance.

Positions at this level will be able to review complaints, provide advice on these and recommend resolutions. They will have developed conflict resolution skills particularly for resolving internal disputes.

### **Qualifications/Training/Experience**

Depending on the incumbent's skills, training and experience they could be remunerated at any point within the band.

Positions at this level will be degree qualified as a minimum with further training and professional development in their field of expertise. The role would generally require seven or more years' experience in the field.

## **Specialist Officer**

### **Accountability**

- Delivery of tasks as they relate to operational plans and daily work program/schedule.
- May supervise small groups of staff to deliver allocated work plan requirements.
- Provide technical guidance in the area of speciality as it relates to difficult or unusual work environments.
- Operational management of projects within area of speciality to deadline, budget and deliverables.
- Identify requirements and/or draft policy for the area of speciality or service prior to formal Council/manager endorsement and assist in the implementation of policy with staff.
- Provide senior staff with advice on task and activities as it relates to complaint resolution, planning and change initiatives, in particular highlighting implementation issues and recommending adjustments or solutions.
- Resolve technical issues which are new, complex and devise solutions involving the appropriate stakeholders needed.
- Ensure all work practices are in accordance with risk management approaches, particularly safety.
- Provide mentoring and on the job training to others to ensure performance of role at required standards.
- May be required to act for Team Leader of service area or provide specialist advice from time to time.

### **Judgement/Problem Solving**

Positions at this level will exercise autonomy in decision making as it relates to their area of knowledge. Judgements will be guided by Council plans, policy and procedure or appropriate technical knowledge.

Positions at this level will receive and contribute to the resolution of complaints, concerns or queries from internal and external stakeholders.

Positions at this level will involve their direct manager in final decision making.

### **Interpersonal**

The position will be considered a key support to the leaders of their service area. They will be a relied upon for practical content/technical advice in the performance of their and more junior roles.

Positions at this level will be able to relate well to others and will be pivotal in successful change management with front line positions.

### **Qualifications/Training/Experience**

Depending on the incumbent's skills, training and experience they could be remunerated at any point within the band.

Positions at this level will be degree qualified as a minimum with further training and professional development in their field of expertise. The role would generally require five or more years' experience in the field.

## ***Officers Professional***

### **Accountability**

- Delivery of tasks as they relate to operational plans and daily work program/schedule.
- Contribute to the development and delivery of projects to ensure they are on time and in budget.
- Provide technical guidance to others as it relates to the performance of the role and its area of specialty.
- Interpret legislation, legal instruments, Australian Standards and other professional bodies of knowledge as it relates to the area of specialty.
- Provide senior staff with advice on task and activities as it relates to policy and procedure formulation, complaint resolution, planning and change initiatives, in particular highlight implementation issues and recommending adjustments or solutions.
- Resolve technical issues which are new, complex and devise solutions involving the appropriate stakeholders needed.
- Ensure all work practices are in accordance with risk management approaches, particularly safety.
- Provide mentoring and on the job training to others to ensure performance of role at required standards.
- May supervise and provide instruction to Trainees/Apprentices.

### **Judgement/Problem Solving**

Positions at this level will exercise autonomy in decision making as it relates to their area of knowledge. Judgements will be guided by Council plans, policy and procedure or appropriate technical knowledge.

Positions at this level will receive and contribute to the resolution of complaints, concerns or queries from internal and external stakeholders.

Positions at this level will involve their direct manager in final decision making.

### **Interpersonal**

The position will be considered a key support to the leaders of their service area. They will be relied upon for practical content/technical advice in the performance of their and more junior roles.

### **Qualifications/Training/Experience**

Depending on the incumbent's skills, training and experience they could be remunerated at any point within the band.

Positions at this level will be degree qualified or working towards a qualification of this level. The role would generally require two or more years' experience in a relevant field.

## ***Officers Semi Professional***

### **Accountability**

- Delivery of tasks as they relate to operational plans and daily work program/schedule.
- Contribute to the development and delivery of projects to ensure they are on time and in budget.
- Ensure the integrity of information handled and accuracy of information recorded for Council action.
- Provide senior staff with advice on task and activities as it relates to policy and procedure

- formulation, complaint resolution, planning and change initiatives.
- Ensure all work practices are in accordance with risk management approaches, particularly safety.
- May supervise and provide instruction to Trainees/Apprentices.

**Judgement/Problem Solving**

Positions at this level will exercise a high degree of task level autonomy. They will resolve the majority of task related decisions. Matters relating to policy, procedure, process change will be referred to senior staff.

**Interpersonal**

The incumbent will have well developed interpersonal skills to engage with others internal and external to the Council in carrying out their daily work. They may be called upon to assist senior staff work through task related matters for complaints, plans and similar and therefore must be able to engage with senior staff appropriately.

**Qualifications/Training/Experience**

Depending on the incumbent’s skills, training and experience they could be remunerated at any point within the band.

Positions at this level will be qualified at certificate III or have an equivalent combination of experience and training. The role would generally require three or more years’ experience in the field.

**Customer / Business Services**

**Accountability**

- Delivery of tasks to the required qualitative and quantitative standard.
- Attention to detail, accuracy and timeliness.
- Handling of money in accordance with Council requirements.
- Compliance with task related instruction and direction.
- Compliance with Council’s customer service charter.
- Compliance with safety operating procedures and guidelines.

**Judgement/Problem Solving**

Able to resolve basic problems which are often of a repetitive and routine nature. Any new problem or one outside of procedures, guidelines or policy should be referred to your direct line manager/Supervisor.

**Interpersonal**

The position is required to interact with members of the public and fellow staff in a courteous and polite manner. In addition, the capacity to query basic instruction and information if unsure is required.

**Qualifications/Training/Experience**

Depending on the incumbent’s skills, training and experience they could be remunerated at any point within the band.

**Part 5 - PAYMENTS AND ALLOWANCES**

**32. CASUAL LOADING**

- a) A loading above the ordinary rate of pay of 25% is payable to all casual Employees.
- b) The casual loading is in compensation for paid annual, personal and public holidays and any other paid leave accruals as per the National Employment Standards and Local Government Award 2020.
- c) A casual when working outside the span of hours shall not be paid a loading but shall be paid the

appropriate penalty rates.

### **33. PAYOUT OF ANNUAL LEAVE**

- a) Employees may apply in writing to the General Manager to cash out up to four weeks of their credited Annual Leave entitlement every 12 months (or the pro-rata equivalent for part-time Employees) provided that after such payment the Employee remains with four weeks of Annual Leave in credit. Both the Employee and Council must agree to the leave being paid out. Council will not unreasonably withhold agreement.
- b) An agreement will be made in writing, will be signed by both parties and placed on the Employee's file for each separate occasion.
- c) If an Employee has in excess of 304 hours full-time equivalent Outdoor Employee or 300 hours full-time equivalent for an Indoor Employee (eight weeks) accumulated Annual Leave after cashing out four weeks leave, the Employee will be required to take a minimum of two weeks Annual Leave at that time or within three months.
- d) Employees will be encouraged to seek financial advice before applying to cash out Annual Leave. Payment of Annual Leave must be at the Annual Leave rate of pay that the Employee would have received if the leave had been taken.

### **34. HIGHER/ALTERNATE DUTIES**

#### **34.1 Higher Duties**

- a) An Employee directed by Council to perform a position classified in a higher band, will be paid at the bottom rate of the higher band provided it equates to a salary increase of greater than 10% of their current salary.
- b) An Employee who is required to cover another position in the same band or a higher classified band when the bottom of the higher classified band is less than 10% of their current salary will be paid an allowance equal to 10% of their current salary.
- c) Where an Employee is required to relieve in a Departmental Manager role not covered by this Agreement then the relieving Employee will receive an allowance equivalent to 50% of the difference between the relieving Employee's salary and that of the Departmental Manager.
- d) Normally higher duties only apply if an Employee has performed the duties for a continuous period of not less than five working days. Council may request and pay an Employee to perform higher duties for a period of less than five working days.
- e) While an Employee is receiving a higher duties payment, the higher amount will be used to calculate any and all overtime undertaken by that Employee while performing the higher duties, but will not be used to calculate any payment for leave taken during that period.
- f) If a public holiday falls within a period of an Employee performing higher duties the Employee will be paid at the higher duty rate for the public holiday.

#### **34.2 Alternate Duties**

- a) An Employee shall perform duties as directed, provided that:



- such duties are not designed to promote de-skilling;
- the Employee has been properly trained to be competent in performing those duties;
- any direction issued under this clause shall be consistent with the Council's responsibilities to provide a safe and healthy working environment;
- where an Employee is directed to carry out any work in another position within the same classification or a lower classification it shall be performed without reduction in salary.

## **35. ALLOWANCES**

### **35.1 Increasing allowances**

- a) Allowances other than those prescribed by the Australian Tax Office and the Uniform and Footwear allowance shall be adjusted on the first full pay in July, by an equivalent amount to the rise of the pay increase.

### **35.2 Overtime meal allowance**

- a) Employees who work more than two hours overtime in a minimum of 10 hours on duty will be paid a meal allowance of \$16.35.
- b) Where Council requires the Employee to continue working for a further four hours of continuous overtime work, the Employee will be paid an additional meal allowance of \$16.35.
- c) A meal allowance is not payable:
  - where the Employee has been notified at least 24 hours in advance of the requirement to work overtime; or
  - where the Employee is only required to work less than the time prescribed; or
  - where the Employee is living in the same locality as their workshop/worksites who can reasonably return home for meals; or
  - where a meal is supplied by the Council.

### **35.3 Objectionable conditions/materials**

- a) Employees may only claim one objectionable conditions / materials allowance per day.
- b) An Employee removing or destroying or burying any dead animal or animals will be paid an additional amount of \$5.50 in respect of any day on which such duty was carried out. As part of receiving this allowance Employees will be required to record where dead animals are found to support Council in longer term management strategies for animal death prevention and management.
- c) An Employee required to handle, carry or destroy beds, bedding, syringes or any other matter reasonably deemed to be 'infectious material' will be paid an additional amount of \$13.15 in respect of any day on which such duty was carried out. Council will also provide all personal protective equipment and other tools as required to safely and properly facilitate this duty.
- d) A qualified Employee required to work with hazardous chemicals will be paid an additional amount of \$0.70 per hour for which such duty was carried out.
- e) Hazardous chemical means a substance, mixture or article that satisfies the criteria for a hazard class in the Globally Harmonised System (GHS) classification referred to in Schedule 6

'Classification of Mixtures' but does not include a substance, mixture of article that satisfied the criteria solely for one of the following hazard classes:

- acute toxicity – oral – category5;
- acute toxicity – dermal – category5;
- acute toxicity – inhalation – category5;
- skin corrosion/irritation – category3;
- serious eye damage/eye irritation – category2B
- aspiration hazard – category 2;
- flammable gas – category 2;
- acute hazard to the aquatic environment – category 1,2 or 3;
- chronic hazard to the aquatic environment – category 1,2,3 or 4;

#### **35.4 Handling Sewer Matter**

- a) An Employee required to perform any work connected with sewerage blockage, septic blockage, sewerage – logged trenches or sewerage pits, shall receive an allowance equivalent to double time whilst handling or working in direct contact with sewerage matter. Minimum of one hour.

#### **35.5 Travel Allowance – Meals**

- a) Employees who sleep away from their usual residence for work purposes are entitled to claim a Meals Travel Allowance upon production of receipts for meal expenses incurred up to the maximum amount prescribed by the Australian Tax Office.

#### **35.6 Bells Parade Duty Officer**

- a) Employees who are rostered on the Bells Parade Duty Officer Roster will, on the week they are rostered (from 8:00am Monday through to 8:00am the following Monday), receive an allowance of \$29.00 per day whilst on duty.

#### **35.7 Amenities Duty Officer**

- a) Employees who are rostered on the Amenities Duty Officer Roster will, on the week they are rostered (from 8:00am Monday through to 8:00am the following Monday), receive an allowance of \$38.00 per day whilst on duty.

#### **35.8 Vehicle allowance**

- a) Where Council requires an Employee to use their own vehicle in or in connection with the performance of their duties, such Employee will be paid an allowance for each kilometre of authorised travel as prescribed by the Australian Tax Office. This will only be authorised when a Council supplied vehicle is unavailable or it is agreed between Council and the Employee that use of the private vehicle is preferable to both parties.

#### **35.9 On-call / stand-by Duty Officer**

- a) Employees who are rostered on the After-Hours Duty Officer Roster will, on the week they are rostered (from 8.00am Monday through to 8.00am the following Monday), will receive an allowance of \$35.00 per day whilst on duty. The first half hour worked for any call out by the duty officer cannot be claimed as this is covered on the allowance of \$35 per day.

- b) The rate for this allowance, set out in this Agreement, shall be indexed to the wage increase per year for the life of this Agreement.

**35.10 Uniforms and footwear allowance**

- a) Indoor Employees - Staff who are predominantly office based will be provided with an allowance of \$400 post probation and each subsequent financial year. Council will incur the uniform costs directly and if the Employee spends over \$400 they will be invoiced as a debtor to reimburse Council for the amount. The uniform allowance is paid on the basis that the Employee will wear the uniform purchased and provided for them.
- b) Outdoor Employees - Staff who are predominantly field based will be provided with clothing to allow for a weeks work under the Employee’s contract from Council's uniform selection. For a full-time Employee this would equate to approximately \$800 on commencement. Council will incur the uniform costs directly.
- c) If a Medical Practitioner makes a recommendation for alternative and suitable clothing and/or footwear Council will meet this request.
- d) Employees are responsible for the care and maintenance of clothing provided to them. Council will regularly review wear and tear of uniforms specifically outdoor with Employees and seek to replenish uniforms that are no longer fit for purpose.
- e) Employees who lose or wilfully damage or destroy clothing provided to them by Council may be required in the absence of a suitable explanation to replace the items or repay the cost of the items.
- f) Council will provide laundering services for clothing which has, through the Employee performing their duties, become contaminated with infectious matter.

**Part 6 – HOURS AND OVERTIME**

**36. ORDINARY HOURS OF WORK AND ROSTERING**

**36.1 Ordinary hours of work**

- a) Ordinary hours of work under this Agreement are 76 per fortnight for Outdoor and Community Facility Employees and 75 per fortnight for Indoor Employees.
- b) Employees engaged on shift work will have all their work arrangements established in accordance to the Shift work clause, (Clause 42).

**36.2 The span of hours is as follows:**

Venue	Span	Between the hours of:
Indoor and Outdoor Employees	Monday to Friday inclusive	6.00am and 6.00pm
Caretakers/hall keepers	Monday to Sunday inclusive	5.00am and 10.00pm
Tourism Services/Community Services	Monday to Sunday inclusive	5.00am and 10.00pm
Cleaners	Monday to Sunday inclusive	5.00am and 10.00pm
Catering/Community Facilities	Monday to Sunday inclusive	5.00am and 10.00pm

- a) An Employee covered by this Clause may work ordinary hours outside of the span provided the Employee is paid a weekday penalty in accordance with Penalty Rates Clause 40 for hours actually worked.

### **36.3 Arrangements of hours**

- a) The average roster for both groups of staff over a fortnight will be:
- 38 hours per week (not including unpaid meal breaks) for Outdoor and Community Facilities Employees; or
  - 37.5 hours per week for Indoor Employees.

### **36.4 Maximum ordinary hours in a day and payment**

- a) An Employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks).

### **37. ROSTERED DAYS OFF**

- a) There are two categories of Employees covered by this Agreement and in respect of Rostered Days Off the following will apply:
- “Outdoor” Employees working 152 hours per four week period shall be entitled to a nine day fortnight, and;
  - “Indoor” Employees working 150 hours per four week period shall be entitled to a 19 day month.
- b) As a general principle, the Rostered Days Off entitlement shall be taken in accordance with a roster prepared and distributed at least one month before the Rostered Day Off becomes due. Rostered Days Off will be scheduled in consultation with and, where possible, by agreement with Employees taking into account operational requirements, work flow and demands in the Employee’s work area and any Rostered Days Off or other leave arrangements for other Employees.
- c) For the orderly and efficient working of the team or department in which an Employee is working, from time to time through consultation with the Employees and the Departmental Manager and/or Supervisor the arrangement in aforementioned b) will not apply and the accrued Rostered Day Off can be banked to be used by the Employee at a later date or to be taken at a mutually agreed time within each of the respective working cycles.
- d) Rostered Days Off have been provided as a benefit to Employees to allow for recreation and scheduling of personal appointments.
- e) If and outside of the aforementioned b) and c) an Employee, is directed by the Departmental Manager or Supervisor to work on the Employee’s Rostered Day Off they can choose to have the Rostered Day Off paid at the relevant overtime rates of all hours at time and a half.
- f) If an Employee has Rostered Day Off accruals they should aim to take the Rostered Day Off in the month/fortnight that it is accrued; however, they may bank up to four rostered days off with prior approval from their Departmental Manager or Supervisor. Rostered Day Off accruals that exceed four days will automatically be paid out by Payroll at ordinary time rates unless there is a pre agreed written approval to provide for higher accrual balances agreed to by the Departmental Manager and held on Payroll files.
- g) Where a scheduled Rostered Day Off falls on a public holiday, Council will allow the Employee to take the Rostered Day Off on an alternative mutually convenient day.

- h) Personal leave entitlements do not apply in respect of a Rostered Day Off (i.e. if an Employee is sick on a Rostered Day Off, this will not be treated as sick leave), nor is the Employee entitled to transfer the Rostered Day Off to another day.
- i) Rostered Day Off hours do not accrue during long service leave and paid Parental Leave.
- j) Where peak service periods are identified, management may identify periods of up to three months where rostered days off will be accrued with the agreement of affected Employees. Two weeks' notice will be provided by the relevant Departmental Manager and/or Supervisor to affected Employees. The maximum number of rostered days off that can accrue may be increased when rostered days off have been deferred because of peak service arrangements.

### **38. REST BREAKS**

- a) An unpaid meal break of at least 30 minutes applies after five hours work.
- b) In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practical, subject to the observance of appropriate health and safety standards.
- c) Council provides Employees with a 20 minute paid break to be taken between their start and finish times.
- d) The timing of the breaks will be determined with the Employee's Departmental Manager and/or Supervisor.
- e) An Employee working overtime shall be allowed a crib break of 20 minutes without deduction of pay after each four hours of work, if the Employee continues to work after such crib time.

### **39. OVERTIME, ADDITIONAL HOURS, CALL OUTS, ON-CALL**

#### **39.1 Overtime**

- a) Unless otherwise provided, overtime means all work performed at the direction of Council:
  - in excess of the Employees' agreed ordinary weekly hours;
  - on days other than an Employees' agreed ordinary working days; or
  - in excess of the maximum agreed ordinary hours on any day.
- b) Shift worker overtime is covered in shift work (Clause 42).
- c) No overtime is to be worked without the prior request and authority of Council.
- d) A minimum of 15 minutes overtime must be worked to accrue an entitlement for payment or TOIL.

#### **39.2 Reasonable overtime**

- a) Council may require an Employee to work reasonable overtime at overtime rates.
- b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
  - any risk to Employee health and safety;
  - the Employees' personal circumstances including any family responsibilities;

- the needs of the workplace or enterprise;
  - the notice (if any) given by the Council of the overtime and by the Employee of their intention to refuse it; and
  - any other relevant matter.
- c) Where an Employee refuses a request to work overtime, that Employee must advise Council as soon as practicable of their refusal to work the requested overtime, as well as the reason(s) for the refusal.

### **39.3 Payment for overtime**

- a) An Employee directed to work more than their normal hours of work or outside of their span of hours shall be compensated at the rate of time and a half for the first two hours and double time thereafter.
- b) Overtime worked on the following days shall be paid as follows where no other compensation is paid.
- Saturday or non-working day - time and one half for the first two hours and double time thereafter
  - Sunday - double time
  - Public Holiday – double time and one half
- c) The payment for overtime rates is calculated on the Employee's hourly ordinary time rate.
- d) An Employee requested to work their RDO is as per Rostered Days Off clause (Clause 37).
- e) An Employee may request time off in lieu in place of payment. Time off in lieu is as per the Time Off in Lieu clause (Clause 41).

### **39.4 Rest period after overtime not call outs**

- a) Wherever 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.
- b) 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 the other provisions of this clause, be released until the Employee has had 10 consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.
- c) If on the instructions of Council, 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 hours occurring during the absence.

### **39.5 On call, call-back and remote response and breaks**

- a) Notwithstanding the clause with respect of 'Rest Period after Overtime', this clause will not apply where an Employee works for less than three hours on call, call-back or remote response on any one day in accordance with clauses call-back and on-call.

- b) This clause shall also not apply in cases where it is customary for an Employee to return to Councils premises to perform a specific job outside their ordinary working hours or where an Employee has been called out to work and the work is completed within the paid period of the callout, the requirement for an eight hour break before recommencing work is not applicable.
- c) Where an Employee has worked past midnight on a call out, Council will provide the Employee with an eight hour break before recommencing work the following day.

#### **39.6 Call-back – not on call/stand-by**

- a) Any Employee who is called back to work will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call-backs occurring within four hours of a call-back will not attract any additional payment.
- b) Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four hours if the job that the Employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.
- c) For the purposes of this Agreement, an Employee will be deemed to be on a call-back if the Employee is recalled to work overtime after leaving the Council premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that Employees will not be deemed to be on call-back where the Employee works such overtime continuous with the Employee's ordinary hours.

#### **39.7 On-call / stand-by**

- a) An Employee directed by Council to be available for duty outside of the Employee's ordinary working hours will be on-call / stand-by. An Employee on-call must be able to be contacted and immediately respond to a request to attend work.
- b) On call allowance – where the Employee is on call, the Employee will be paid an on call allowance.

#### **39.8 Call out when on stand-by**

- a) The first half hour worked for any call out by the duty officer cannot be claimed as this is covered on the allowance of \$35 per day.
- b) If a call out extends beyond the first half an hour, a minimum three hour payment will be made, or if longer than three and half hours, the actual time worked. The minimum payment and actual time worked will be calculated at the relevant overtime rate for the day the overtime is worked.
- c) If the duty officer is called out after midnight, they will be granted an 8-hour break from the time they finish the call out until the time they start their usual duties of work the following day, unless a risk assessment determines otherwise.
- d) There will be a minimum of two duty officers (one for Kentish Council and one for Latrobe Council) on the After-Hours Duty Officer roster each week.
- e) In the event of an emergency, any of the duty officers can be called upon to assist.

#### **39.9 Remote response**

- a) An Employee who is in receipt of an on call / stand-by 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.

- b) An Employee remotely responding will be required to maintain and provide to the Council 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.

### **39.10 Casuals overtime**

- a) Overtime, for casual Employees will be calculated on the ordinary hourly rate for the classification in which they are employed exclusive of the casual loading.
- b) Casual Employees will only receive overtime if they have worked in excess of 10 hours in a single day.

### **39.11 Mutually agreed additional hours**

- a) A part-time Employee may agree to work up to an average of 38 ordinary hours per week Outdoor Employee, or an average of 37.5 ordinary hours per week for part-time Indoor Employees, at the ordinary hourly time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary hours.

### **39.12 Overtime standalone**

- a) Each day will standalone for the purposes of calculating overtime.

## **40. PENALTY RATES**

### **40.1 Weekday penalty rates**

- a) An Employee required to work ordinary hours on a Monday to Friday outside the span of hours provided in 'Span of ordinary hours special Employee groups' in Clause 36 will be paid a penalty of 20% in addition to the hourly ordinary time rate for hours worked outside of such span.

### **40.2 Weekend penalty rates**

- a) An Employee who works on a Saturday or Sunday in a role/work area specified in 'Span of ordinary hours special Employee groups' in Clause 36 will be entitled to the following penalties for all ordinary hours worked:
- all ordinary hours worked on a Saturday will be paid at the rate of time and a half. Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
  - all ordinary hours worked on a Sunday will be paid at the rate of double time. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday; and
  - weekend penalty rates for ordinary hours worked in accordance with this clause will be paid



for the actual time worked on Saturday and/or Sunday.

#### **41. TIME OFF IN LIEU (TOIL)**

##### **41.1 Time off instead of payment for overtime**

- a) Where an Employee and Departmental Manager or Supervisor agree to work additional hours within the span of hours then an option of TOIL may be agreed at time for time.
- b) Where an Employee is directed to work additional hours, then that Employee will receive TOIL calculated at the relevant overtime rate.
- c) When an Employee is in a remote location and unable to obtain Departmental Manager or Supervisor prior approval they can work up to the first hour of TOIL at Employee discretion when a reasonable person would agree that finishing a task would be more efficient and beneficial than returning to the task and/or location the following day. TOIL worked on this basis is accrued or paid at the relevant multiplier.
- d) An Employee can accrue up to four days of TOIL. Unless otherwise agreed with the Departmental Manager or Supervisor Council will review TOIL balances on a quarterly basis and pay out any TOIL over and above four days at the appropriate overtime rate. An Employee who wishes to accrue over and above four days without a quarterly payout occurring must have written Departmental Manager approval and that approval is held on Payroll files.
- e) TOIL must be taken at a mutually convenient time ideally and within one to four weeks of the accrual unless otherwise agreed to by the Departmental Manager and Supervisor.

#### **42. SHIFT WORK**

##### **42.1 Determination of shift work**

- a) Shift work may be introduced in appropriate circumstances for outdoor Employees, after mutual agreement in writing with each Employee has been reached and the terms of shift work are aligned to the shift work definitions.

##### **42.2 Hours of work**

- a) The ordinary hours of work shall average 38 per week and shall not exceed 152 hours in 28 eight consecutive days.
- b) For the purposes of this clause the ordinary hours of a shift shall not exceed eight consecutive hours.
- c) Shift work may be worked Monday to Friday or otherwise by mutual agreement.
- d) 20 minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

##### **42.3 Shift penalties**

- a) Shift workers who are required to work on afternoon shift shall be paid 15% in addition to their ordinary rates of pay.
- b) Employees, who, during a period of engagement on shift, work only on afternoon shift and without

some regular rotation with some other shift or with day work, shall be paid an additional allowance as agreed between the Council and the majority of Employees.

- c) The shift allowance prescribed in this clause shall not apply on Saturday, Sunday, public holidays or overtime.

#### **42.4 Saturday, Sunday and Public Holiday rates**

- a) A shift worker who works on an ordinary rostered shift on a Saturday, Sunday or holiday shall be paid as follows:
- Saturday - at time and one half of ordinary rates
  - Sunday - at double ordinary rates
  - Public Holidays – double time and one half of ordinary time for all hours worked
- b) In determining whether a shift has been worked or occurs on a Saturday, Sunday or holiday, it shall be deemed that the shift has been worked or occurs on the day on which the major part of the shift occurs.

#### **42.5 Overtime**

- a) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall be paid at the following rates:
- on Saturday and Sundays – double time of ordinary rates;
  - on Public Holidays - double time and one half of ordinary rates;
  - all other times - time and one half for the first 2 hours and double time of ordinary rates thereafter.
- b) Shift workers who, by arrangement between themselves change shifts shall not, as a result of such arrangement, be entitled to payment of overtime for such excess hours or for such changed shifts.

#### **42.6 Holidays occurring on rostered day-off**

- a) A shift worker shall be entitled to elect either to be paid at the ordinary rate of pay or to accrue a day's leave for each and every holiday which falls on a Rostered Day Off provided that such election shall operate for a minimum period of 12 months.
- b) Where such an election occurs, then such time shall not attract Annual Leave loading or shift work allowance and weekend penalty rates.

#### **42.7 Rosters**

- a) Shift rosters shall specify the commencing and finishing times of ordinary working hours of respective shifts.
- b) The method of working shifts and the time of commencing and finishing shifts, once having been determined, may be varied by:
- agreement between the Council and the Employee concerned to suit the circumstances of the establishment or
  - in the absence of agreement by seven days notice of alteration given by the Council to the Employees.

- c) Unless otherwise mutually agreed, shift rosters shall provide for at least one Sunday off duty in every 28 consecutive days.

## **Part 7 – LEAVE**

### **43. ANNUAL LEAVE**

#### **43.1 Annual Leave entitlement**

- a) All Employees (other than casuals) will accrue four weeks of Annual Leave for each year of service. Annual Leave accrues whilst on any form of paid leave and accumulates year to year. The accrual will be pro-rata for part-time Employees.
- b) Employees engaged as shift workers or Employees who are rostered regularly on Sundays and holidays will accrue five weeks of Annual Leave for each year of service, proportionate for period of time engaged as a shift worker. Annual Leave accrues whilst on any form of paid leave and accumulates year to year.

#### **43.2 Leave in advance**

- a) An Employee may agree with Council to take Annual Leave in advance of an entitlement accruing.
- b) The Council may deduct from the Employee's termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.

#### **43.3 Taking Annual Leave**

- a) Annual Leave will be rostered around Council and the Employees' requirements. All Annual Leave requests are via the Departmental Manager or Supervisor and forwarded to Payroll for appropriate action and file.
- b) Reasonable notice must be given of the intention to take leave with a minimum notice period of two weeks.
- c) Upon receipt of an Annual Leave application, the Employee's Departmental Manager or Supervisor shall approve or refuse the application within seven days of the date of the application.

#### **43.4 Excessive Annual Leave balances**

- a) Council may require an Employee to take Annual Leave by giving at least four weeks' notice when the Employee has more than eight weeks' leave accrued and provided that the Employee retains a balance of at least eight weeks.
- b) Employees with excessive leave balances shall be required to submit a leave plan showing how that leave balance is to be decreased.
- c) In the event that a leave plan is not submitted or acted upon, the Council may direct leave to be taken.

#### **43.5 Annual Leave loading**

- a) Council will pay Annual Leave loading of 17.5% in addition to the normal weekly rate when

Employees (other than casual Employees) take a period of Annual Leave. The amount of leave loading paid in any period will be uncapped.

- b) This Agreement provides for a new arrangement for paying Annual Leave loading when leave is taken. Employees specifically those employed by Latrobe Council will change over to the new arrangement on the first full pay period in December 2022 with the past loading payouts acquitted as per the prior employment agreement.
- c) Any new Employees employed at either Council post this Agreement being certified will commence on this Agreement's leave loading arrangement only.

#### **44. LONG SERVICE LEAVE**

##### **44.1 Entitlement to Long Service Leave**

- a) Employees will be eligible for Long Service Leave in accordance with *the Local Government Building and Miscellaneous Provisions Act (Tas.) 1993*.
- b) Employees will be able to access and use pro-rata Long Service Leave after the initial 10 years as the balance accrues. Any balance post 10 years will also be paid out on account of resignation, retirement, redundancy or termination on the grounds of ill health. For the avoidance of doubt payment is not made when termination arises out of a matter related to serious and wilful misconduct.
- c) Where a long term casual Employee accepts an offer of permanent/ongoing employment, the number of consecutive months that Employee has been working on a casual basis continuously up until the permanency commencing will be taken into account when calculating Long Service Leave accruals and entitlement date.

##### **44.2 Using long service leave**

- a) Employees must provide Council with as much notice as is reasonably practicable when they are planning to take a period of Long Service Leave, this notice should be not less than one month unless otherwise agreed by the General Manager.
- b) There is no minimum period of Long Service Leave an Employee must take. The Employee can make a request to use Long Service Leave and provided resource arrangements can be managed the relevant Departmental Manager can approve the request. Advice on minimum periods can be obtained by the Employee or Departmental Manager for specific circumstances from the Human Resources Professional.
- c) Employees with excessive leave balances as defined under the *Local Government Building and Miscellaneous Provisions Act (Tas.) 1993* shall be required to submit a leave plan showing how that leave balance is to be decreased. In the event that a leave plan is not submitted or acted upon, Council may direct leave to be taken.
- d) Upon receipt of a long service leave application, the Employee's Departmental Manager and/or Supervisor shall approve or refuse the application within seven days of the date of the application.

#### **45. PERSONAL/CARERS LEAVE**

##### **45.1 Paid Personal/Carers Leave entitlement**

- a) All Employees (other than casuals) will be entitled to 10 days of Personal/Carers Leave on commencement.
- b) After the first anniversary date Employees will accrue 10 days of Personal/Carers Leave as per the Local Government Industry Award 2020 per year of employment thereafter.
- c) Personal/Carers Leave accrues whilst on any form of paid leave and accumulates year to year (with the exception of leave without pay). The accrual will be pro-rata for part- time Employees.
- d) An Employee who supports a person experiencing Family Violence may take Personal/Carers Leave to accompany them to court, to hospital, or to care for children.

#### **45.2 Unpaid Personal/Carers Leave**

- a) All Employees, including casuals, are entitled to unpaid Personal/Carers Leave for the purposes of caring for others. The duration of such leave shall be subject to approval by the General Manager. Permission will not be unreasonably withheld. For Employees with access to paid leave, unpaid leave can only be taken if the paid leave is exhausted.

#### **45.3 Taking Personal/Carers Leave**

- a) Personal/Carers Leave will be available to an Employee when they are absent from the workplace due to:
  - Personal illness or injury; or
  - Providing care or support for an immediate family member or household member who is ill or injured, or in case of an unexpected emergency in relation to that person.
- b) When caring for an immediate family or household member, the entitlement is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.
- c) All Employees must provide Council with advice as soon as is reasonably practicable relevant to their reason i.e. personal illness, caring responsibilities, the person if not the Employee and their relationship to them, and the estimated duration of the absence.
- d) The Employee shall prove to the satisfaction of the Council that the Employee was unable, on account of an incident, to attend for duty on the day or days for which Personal/Carers Leave is claimed.
- e) No more than two days of consecutive Personal/Carers Leave may be taken without providing Council with a relevant medical certificate or statutory declaration. Except where a person has a pattern of frequent absences then the Employee's Departmental Manager and/or Supervisor may request a Medical Certificate for any period of Personal/Carers Leave if the day of taking Personal/Carers Leave falls either side of rostered days off, Public Holidays or weekends then a medical certificate or statutory declaration must be provided.
- f) Evidence to support a Personal/Carers Leave absence means:
  - Medical certificate– a certificate signed by a registered health practitioner where a registered health practitioner includes a health professional who is a member of the Australian Health Practitioner Regulation Agency i.e. Chiropractic, Dental, Medical, Nursing, Optometry,

- Osteopathy, Pharmacy, Physiotherapy, Podiatry and Psychology.
  - Statutory declaration– a written statement allowing a person to declare something to be true (must not to be witnessed by a Council Employee).
- g) Employees should, wherever reasonable and practical, schedule regular personal medical and/or health appointments outside of work hours. In circumstances where it is unavoidable, Employees may use personal leave or TOIL for attendance at medical/health appointments provided the Employee notifies their Departmental Manager and/or Supervisor. Employees may be required to provide evidence.
- h) Leave is exclusive of public holidays and cannot be claimed for rostered days off.

#### **45.4 Payment of Personal/Carers Leave**

- a) Personal/Carers Leave is paid at the Employee'' ordinary rate of pay.
- b) An Employee must register Personal/Carers Leave on their timesheets for each period of Personal/Carers Leave taken. This can be completed once the Employee returns to work.
- c) Personal/Carers Leave will not be paid out under any circumstance.

#### **45.5 Workers compensation and personal leave**

- a) Personal leave is for an Employee who is absent from work on account of personal illness or injury by accident not arising out of and in the course of employment. In the event of an accident arising out of and in the course of employment workers compensation will apply, not personal leave.

#### **45.6 Re-credit of annual or Long Service Leave due to Personal/Carers Leave**

- a) If an Employee is unwell or required to care for others in their family or household for a period exceeding five days during a period of Annual Leave or Long Service Leave and provides evidence at the earliest reasonable opportunity but no later than 14 days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work, whichever is the earlier.
- b) For that period, the Employee will be debited the appropriate amount of Personal/Carers Leave and will be credited the appropriate amount of Annual Leave or Long Service Leave. This can only take place if the Employee has at least the appropriate amount of Personal/Carers Leave available to them, otherwise the Annual Leave or Long Service Leave must be taken as planned.

### **46. COMPASSIONATE AND BEREAVEMENT LEAVE**

#### **46.1 Paid Compassionate and Bereavement Leave**

- a) An Employee (other than a casual Employee) is entitled to a period of three paid days, on each occasion of a bereavement of a member of that Employee's family. Employees may seek additional Bereavement Leave, outlining the reasons why to the Departmental Manager and/or Human Resources Professional for approval which will not be unreasonably withheld.
- b) Employees are entitled to a maximum of two days of Compassionate Leave on the occasion of a member of that Employee's family suffering a serious life threatening illness or injury. Such period may be extended at the discretion of the General Manager and shall not be unreasonably withheld.

- c) An Employee claiming Compassionate Leave shall inform their Departmental Manager or Supervisor as soon as possible of their inability to attend for duty and as far as practicable the nature of the leave and the estimated length of absence.
- d) Compassionate Leave may be taken in one continuous period, or as separate days, as agreed between the Employee and their Departmental Manager or Supervisor, within a suitable timeframe. Compassionate Leave will be paid at the Employee's ordinary rate of pay for the number of ordinary hours normally worked.
- e) Proof of absence in a manner satisfactory to a reasonable person and Council must be provided by the Employee if requested by Council.
- f) Periods of Compassionate Leave that fall during annual or Long Service Leave may result in the annual or Long Service Leave being re-credited and the Compassionate Leave processed accordingly.
- g) Periods of Compassionate Leave will count as regular service for the purposes of calculating accruals and entitlements.

#### **46.2 Unpaid Compassionate Leave**

- a) Where any Employee has exhausted their Compassionate Leave entitlements, in addition to any other accumulated leave entitlements, the Employee may request to take an additional period of unpaid leave.

### **47. PARENTAL LEAVE**

#### **47.1 Parental Leave eligibility**

- a) All Employees with 12 months continuous service who have been employed by Council on a regular and systematic basis for at least 12 months prior to the birth or adoption of the child.

#### **47.2 Special Parental Leave entitlement**

- a) An eligible Employee who is not fit for work because of a pregnancy related illness or if the pregnancy ends with an unborn or still born child within 28 weeks, is entitled to special unpaid Parental Leave. The maximum entitlement is 12 months unpaid leave.

#### **47.3 Parental leave entitlement – primary carer**

- a) Up to 12 months of leave for the role of primary carer. The 12 months of leave can include paid Parental Leave, Annual Leave, Long Service Leave or unpaid Parental Leave.

- b) A period of paid Parental Leave on the basis of:

4 weeks paid for greater than 1 years service but less than 2 years service  
 8 weeks paid for greater than 2 years service but less than 3 years service  
 12 weeks paid for greater than 3 years service

In the event there are two carers for a child that are both employed by Council that fall within the same service bracket that alternate the role of primary carer, the total amount of paid leave applicable for the birth or adoption of the child can be shared between the carers.

- c) An Employee may also request an additional 12 months of Parental Leave which can be unpaid or by

using annual or Long Service Leave subject to approval of the General Manager on recommendation of the Human Resources Professional.

#### **47.4 Parental Leave entitlement – secondary carer**

- a) In the event the Employee is not the primary carer five days of paid Parental Leave can be taken in conjunction with the primary carer taking their Parental Leave.

#### **47.5 Special Adoption Leave entitlement**

- a) Employees who are required to attend examinations, interview and testing for adoption purposes can seek unpaid leave for any absences.

#### **47.6 Taking Parental Leave – primary carer**

- a) In the event of Parental Leave, leave can commence up to six weeks before Confinement date for birth or adoption. In the event of pregnancy, if an Employee wishes to work during the last six weeks Council may request the Employee to obtain a fitness for work certificate to do so.
- b) At least 10 weeks' notice must be given of the intention to take Parental Leave. Council will not unreasonably withhold approval to take leave. Leave is booked around public holidays.
- c) Evidence of expected Confinement, birth, adoption testing program, and placement must accompany the leave request. This can be adjusted by the Employee with Council, closer to the expected dates as appropriate. All requests from the Employee and approvals by Council must be in writing.

#### **47.9 Illness during pregnancy**

- a) Annual Leave, Long Service Leave and unpaid leave can be used to cover off pregnancy related illness absences that occur before the birth of the child.

#### **47.10 Transfer to a safe job**

- a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue the present work, the Employee will, if the Council deems it practicable, be transferred to a job at the rate and on the conditions attaching to that job until the commencement of Parental Leave.
- b) If the transfer to a safe job is not practicable, the Employee may elect, or the Council may require the Employee to commence Parental Leave for such period as is certified necessary by a registered medical practitioner.

#### **47.11 Communication during Parental Leave**

- a) Where an Employee is on Parental Leave and an in-principle decision has been made to introduce significant change at the workplace, the Council shall take reasonable steps to:
  - i) 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 leave; and
  - ii) 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



leave.

- b) The Employee shall take reasonable steps to inform the Council about any significant matter that will affect the Employee's decision regarding the duration of 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.
- c) The Employee shall also notify Council of changes of address or other contact details which might affect the Council's capacity to notify them of any workplace changes.

#### **47.12 Returning to work after a period of Parental Leave**

- a) An Employee will notify of their intention to return to work at least four weeks prior to the expiration of the leave.
- b) An Employee will be entitled to the position which they held immediately before proceeding on leave. In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position they held immediately before such transfer.
- c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- d) An Employee has the right to request to return from a period of leave on a part-time basis until the child reaches school age. Where an Employee wishes to make such a request it should be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from leave. The request will be considered by the General Manager in-line with operational requirements, a response of approval or non-approval will be in written form and no later than 21 days after receipt of the written request.

### **48. FAMILY VIOLENCE LEAVE**

#### **48.1 General Principle**

- a) Council is committed to providing support to Employees who experience Family Violence and recognises that Employees may face situations of Family Violence in their personal life that may affect an Employee's attendance or performance at work.

#### **48.2 Family Violence leave entitlement and taking leave**

- a) An Employee experiencing Family Violence will have access to a minimum of 10 days per calendar year of paid leave for the purpose of attending to medical appointments, legal proceedings, housing matters, financial matters, emergency child care and other activities related to Family Violence.
- b) Additional leave can be approved by the Human Resources Professional in discussion with the General Manager and/or Departmental Manager.
- c) There are no restrictions on how this leave can be taken and approval can be via discussion with the Human Resource Professional, Departmental Manager, Supervisor or General Manager. It is understood prior discussion before needing to take leave is not always possible or foreseeable. The Employee should notify one of the aforementioned Council staff as soon as reasonably possible, specifically to avoid next of kin notifications that could further compromise the Employee.

- e) If required by Council the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a Family Violence support service, a lawyer or a statutory declaration.

#### **48.3 Confidentiality**

- a) All personal information concerning Family Violence will be kept confidential in line with Council policy and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

#### **48.4 Employee support – work, emotional, financial**

- a) In order to provide support to an Employee experiencing Family Violence and to provide a safe work environment to all Employees Council will approve any reasonable request from an Employee experiencing Family Violence for:
- changes to their span of hours or pattern or hours and/or shift patterns;
  - job redesign or changes to duties;
  - relocation to suitable employment within the organisation;
  - a change of telephone number or email address to avoid harassing contact; and/or
  - any other appropriate measure, including those available under existing provisions for family friendly and flexible work arrangements.
- b) An Employee experiencing Family Violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources that may offer support for the known and potential issues the Employee may be experiencing.
- c) Council will offer emergency financial assistance to Employees experiencing Family Violence based on amounts discussed and agreed together with a repayment plan. This can be via Council paying expenses directly for the Employee or granting of monies. Expense can include but are not limited to: bond, legal fees, medical support, home start up costs, education fees and similar. Request for funding support can be via discussions with the Departmental Manager, Human Resources Professional and/or General Manager.

#### **49. PANDEMIC LEAVE**

- a) An Employee can request Council provide them with paid pandemic leave when they have been directed by a Government authority or medical professional to isolate on account of travel to or being in a location which was not known to be or is likely to become a high risk or hot spot as declared by a public authority to which the person has chosen to travel.
- b) Before being granted paid pandemic leave the Council and Employee will need to determine if there are any duties which can be safely performed in isolation which may be related to the Employees current role or another role the Employee could safely perform and is capable of doing.
- c) The amount of paid pandemic leave will be based upon the advice of the Government authority or medical profession at the time, acknowledging the amount of leave could vary after it has commenced.
- d) Council can refuse to provide an Employee with paid pandemic leave when an Employee has chosen not to follow public health advice.

## **50. STUDY LEAVE**

- a) Study leave may be granted at the discretion of the General Manager to Employees for the purpose of attendance at examinations and training schools provided the course undertaken is connected and relevant to the Employee's occupation.
- b) Study leave must be applied for in writing and Council may request evidence of attendance at the examination or training school.
- c) Study leave is paid at the Employees' ordinary rate of pay.

## **51. COMMUNITY SERVICES LEAVE – JURY – EMERGENCY – BLOOD DONOR - VACCINES**

### **51.1 Jury and witness Leave**

- a) An Employee who is granted leave to attend court, whether as a witness or a Juror, shall not suffer any loss of salary as a consequence, and shall be paid the difference between their normal pay and the jury service fee without deduction from their leave entitlements.
- b) Employees are paid by the Council while attending jury duty. The time should be shown on their timesheet for the relevant dates.
- c) Casual Employees will be provided with unpaid leave, subject to approval, to attend to court related matters.
- d) Employees who are not required to be in court or released from jury duty during the course of the day are expected to return to their workplace to perform their normal duties.

### **51.2 Voluntary emergency services leave**

- a) Where Employees are involved as volunteers for emergency services such as SES, TFS, TAS, RSPCA or other volunteer organisations Council will seek to provide paid leave as appropriate for the period of the emergency as agreed with the Departmental Manager who may consult with the General Manager.
- b) The Employee may be requested to provide evidence of the request to provide support, the nature of the emergency if not public, their membership and/or designated role.
- c) Support of emergencies is not restricted to the Council municipalities.
- d) Training for any volunteer role if during working days should be covered by the Employee accessing their own leave provisions.
- e) Employees engaged in their volunteer role regardless of whether training or in an emergency are required to consider their health and safety obligations specifically in respect of fatigue and mental health to ensure they do not create risk in providing themselves and others with a safe place of work. Any health and safety risks identified in fulfilling volunteer roles and the Employee's Council role should be discussed with the Workplace Health & Safety Risk Officer.

### **51.3 Blood donor leave**

- a) Council acknowledges that the giving of blood is a valuable community service and supports

Employees participating in blood donation programs.

- b) Employees may access accrued personal leave for the purpose of blood donation. A maximum of four separate absences for the purpose of donating blood each calendar year is allowed with a maximum of two hours on each occasion.
- c) Employees must seek approval from their Departmental Manager or Supervisor and inform the time and date upon which they are requesting to be absent.
- d) In order to receive blood donors leave, a work slip from the blood centre must be attached and submitted with the Employee's timesheet for the period in which the donation was made, and the time taken to be shown as blood donors leave on their timesheet.
- e) Leave for the purpose of blood donation is subject to operational requirements.

#### **51.4 Vaccination leave**

- a) If Public Health advice is given that for people residing in Tasmania to vaccinate for a known illness, the Employee will be able to be vaccinated during working time without any loss of pay.
- b) If an Employee has an adverse reaction to the vaccination they can take up to two days off without use of personal leave.
- c) Employees may be required to provide evidence of their vaccination and/or adverse reaction if requested by their Departmental Manager or Supervisor, Human Resource Professional or Work Health & Safety Risk Officer.
- d) Evidence of an adverse reaction can include a statutory declaration, advice from The Department of Health of notification of reactions or medical certification.

## **52. PUBLIC HOLIDAYS**

### **52.1 Observed holidays**

- a) All Employees (excluding casuals) will be entitled to the gazetted holidays and applicable local holidays appointed to apply in the state of Tasmania.
  - New Year's Day\*
  - Australia Day\*
  - Eight Hours Day
  - Good Friday
  - Easter Monday
  - Easter Tuesday
  - ANZAC Day \*
  - Queen's Birthday
  - Recreation Day
  - Devonport Show Day
  - Christmas Day\*
  - Boxing Day\*

\*– refer to the gazetted holiday's list each year

## **52.2 Payment for public holidays**

- a) Payment for the holidays mentioned above which are taken and not worked, shall be at the normal rate of pay which would have applied to the Employee concerned, when, if it were not for such holiday, the Employee had been at work (i.e. if Employee does not have ordinary hours of work on the public holiday, the Employee is not entitled to payment).
- b) The only exception to this is if an Employee is on leave without pay or Long Service Leave, then they are not entitled to any public holidays.

## **52.3 Payment for public holidays worked**

- a) The Council may request an Employee to work on a public holiday if the request is reasonable.
- b) Where an Employee is required to work on a public holiday they will be compensated accordingly as per Clause 42.4.

## **53. COMPULSORY SHUT DOWN**

- a) The Council may temporarily be closed between the Christmas and New Year period each year. Employees can agree to use either accrued rostered days off, time off in lieu, Annual Leave or Long Service Leave for the period of the closure, excluding, Saturday, Sunday and Public Holidays. Should an Employee not have sufficient accrued leave to cover the period (generally 3 or 4 working days), Annual Leave may be granted in advance, or they can request leave without pay.
- b) Council may have other business needs which could require a shut down or identify opportunities where Employees could benefit from a greater leave of absence by putting in place a short shutdown. In the event a need for a shut down outside of Christmas and New Year arises Employees would be provided with at least 4 weeks notice. Should an Employee not have sufficient accrued leave to cover the period, Annual Leave may be granted in advance, or they can request leave without pay.
- c) Some departments of Council may require Employees to work during a shutdown period. Employees who may be requested to work are not required to take leave.

## **54. UNAUTHORISED LEAVE**

- a) Any absence from the workplace during a period when an Employee is scheduled or rostered to be at work must be covered by an approved leave application. Any other absence will be treated as unauthorised leave and, unless specifically agreed otherwise with the Departmental Manager and/or Supervisor, is unpaid leave.

## **Part 8 – WORKPLACE HEALTH AND SAFETY**

### **55. COMMITMENT TO HEALTH AND SAFETY**

- a) All parties to this Agreement recognise the importance of maintaining a healthy and safe workplace. All parties to this Agreement agree to participate in continually improving workplace health and safety practices and procedures in order to reduce the likelihood of incidents, injury or disease in the workplace.

### **56. WORKPLACE HEALTH AND SAFETY COMMITTEE**

- a) The Australian Services Union have an entitlement to attend and participate in the Work Health and Safety Committee meetings as called by Council. The Union will have the opportunity to contribute to the Agenda and may be tasked with outcomes.
- b) The Work Health and Safety Committee is for the purpose of improving safety performance and all items brought to the Committee and discussion should be with the spirit of constructive contributions.

#### **57. EMPLOYEE HEALTH CHECKS**

- a) Employees may undergo a health check every calendar year. Council will reimburse Employees on the provision of evidence for the cost of such checks up to the value of \$150 per calendar year. Health checks include but are not limited to: General Practitioners, specialist related referral and/or allied health professional.
- b) Personal information obtained through the health check remains the property of the Employee.
- c) Outside of any Employee initiated health check Council retains its right to reasonably request an Employee undergo a medical if there are concerns regarding the Employee's fitness for work and/or being able to perform the inherent requirements of the role. This maybe via the service of an independent medical expert. When a medical is at the initiative of the Council, Council will bear all costs and Council owns the medical property generated.

#### **58. PREVENTION OF BULLYING AND HARASSMENT FOR A HEALTHY WORKPLACE**

- a) The parties to this Agreement are committed to working together to reduce bullying, harassment and violence in the workplace so far as is practicable.
- b) The Council will ensure that reasonable mechanisms and policies are in place for identifying and combatting workplace bullying, harassment and violence.
- c) Over the life of this Agreement, the parties commit to work towards a consistent, service wide approach to prevent and manage negative workplace behaviour, including by:
  - ensuring Employee awareness of expected standards of behaviour, Employee duties in respect of occupational health and safety and of what constitutes and how to prevent and address negative workplace behaviour; and
  - ensuring Supervisor and Departmental Manager capability to prevent and manage negative workplace behaviour; and
  - ensuring consistent, best practice processes for managing negative behaviour.
- d) Violence, aggression and workplace bullying is a repetitive pattern of unprovoked, unwelcome hostile behaviour, or if serious and sustained, one instance of such behaviour, that inflicts or attempts to inflict injury, hurt, humiliation or discomfort. Such behaviour includes:
  - The less favourable treatment of a person by another in the workplace, beyond that which may be considered reasonable and appropriate workplace practice;
  - Unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere;
  - Social exclusion in the workplace; and
  - Misuse of power.

#### **Part 9 – EMPLOYEE REPRESENTATIVES**

## **59. EMPLOYEE REPRESENTATIVE RIGHTS**

### **59.1 Employee Representatives (Union Delegates)**

- a) Council recognises workplace delegates authorised by a union and undertakes to permit such delegates to perform their role without any discrimination in their employment.
- b) Council acknowledges that union delegates represent and speak on behalf of union members in the workplace. Union delegates will be granted reasonable time during work hours to prepare for, attend and participate in dispute resolution proceedings and proceedings on behalf of those they represent.
- c) Council will allow union delegates reasonable access to telephone and e-mail facilities for the purpose of carrying out work as a union delegate.
- d) Council will allow union delegates to place notices relevant to union activities on Council Employee noticeboards.
- e) Union delegates shall be entitled to up to five days paid leave each calendar year, non-cumulative, to attend union training courses and conferences. An application for union delegate leave is to be made in accordance with Council's leave procedure. The granting of union delegate leave will be subject to Council being able to make adequate staffing arrangements amongst current Employees during the period of such leave. All expenses (such as travel, accommodation and meals) associated with or incurred by the union delegate attending a training course or conference will be the responsibility of the union delegate or union.

### **59.2 Employee Representatives (Non-Union)**

- a) Council recognises that Employees may choose not to be a member of a union and may therefore seek to nominate someone to act as their Employee representative on matters relating to this Agreement.
- b) Council acknowledges that nominated Employee representatives represent and speak on behalf of Employees in the workplace.
- c) Employee representatives will be granted reasonable time during work hours to prepare for, attend and participate in proceedings on behalf of those they represent.
- d) Council will allow Employee representatives reasonable access to telephone, and e-mail facilities for the purpose of carrying out work as an Employee representative.

## **Part 10 – TRAINING AND DEVELOPMENT**

### **60. LEARNING AND DEVELOPMENT ANNUAL PLAN**

- a) During the life of the Agreement Council will seek to establish an annual workforce wide learning and development plan commencing from the 22/23 budgeting cycle. The learning and development plan will ideally be centrally managed to enable an overall view of learning and development needs and investment to cover off on both mandatory training required legally for positions and also for other investment in learning and development that seeks to support an individual in their current or a future position.

- b) Commitment to individual learning and development will remain by agreement between the Employee and relevant Departmental Manager and within the constraints of budget.

#### **61. TRAINING AND DEVELOPMENT**

- a) Training is an important and integral part of Council's ongoing relationship with its Employees. Council will provide the training necessary to ensure Employees have all the skills and competencies needed to perform work at their classified level.
- b) An Employee cannot unreasonably refuse a reasonable request to undertake training to enhance and broaden their work skills consistent with their employment classification. An Employee may also be required to teach work skills and procedures to other Employees as and when required.
- c) Council supports career path planning for Employees by:
- Providing Employees with an annual performance appraisal at which time the identification of development and career opportunities can occur;
  - Coordinating the identified career development opportunities and prioritising them in accordance with Council's needs and budget;
  - Providing Employees with training, support and opportunities to gain the required experience to facilitate promotion to a higher position where possible;
  - Providing opportunities for Employees to apply for positions for which they have appropriate qualifications; and
  - Reviewing any Employee's salary at the time when the Employee attains the relevant advancement criteria within their existing level. The review shall be undertaken by the relevant Departmental Manager and Supervisor.
- d) The need for further training may be identified during:
- The probationary period;
  - The performance review;
  - Introduction of new technology;
  - Council wide reviews; and
  - Statutory obligations of Council
- e) Employees, who have received training provided by Council, are expected to utilise these skills for the benefit of the organisation.
- f) Where Employees have to travel to undertake training the travel will be in the Employees' own time if it is outside working hours.
- g) Where the Employee is required to stay overnight, the Council will pay for expenses including accommodation, evening meal and breakfast, subject to the Employee receiving approval of their Departmental Manager.
- h) Where a Council vehicle is not available for the Employee, the Employee can claim a travel allowance for using their own vehicle. Employees are to check for the availability of a Council supplied vehicle in the first instance.

#### **62. RELATIONSHIP TO NATIONAL TRAINING WAGE**

- a) All parties to this Enterprise Agreement shall comply with the terms of the Local Government Industry Award 2020 [MA000112] Schedule E 'National Training Wage, as varied from time to time.



### **63. TRAINEESHIPS**

- a) A trainee is an Employee undertaking a traineeship under a training contract and employed in accordance with the Local Government Industry Award 2020 [MA000112] Schedule E 'National Training Wage, as varied from time to time as incorporated in this Agreement.
- b) A traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.
- c) If during the traineeship period the particular section/department in which the trainee is employed is involved in shift and/or overtime work such shift/overtime work may be worked by the trainee.
- d) Where overtime or shift work is undertaken by the trainees, appropriate salary rates, allowances and penalty rates prescribed by this Agreement for the type of work/classification performed shall be paid.
- e) Except in situations which Council agree, the Council shall not be required to contribute towards the cost of travel and/or accommodation occasioned by the attendance of a trainee at an educational establishment providing off-the-job training under the traineeship.
- f) An Employee who is required to supervise a trainee shall be allowed a minimum of 30 minutes per fortnight of paid non-contact time in order to fulfil their record-keeping responsibilities relating to the traineeship.
- g) The trainee shall be considered for any vacancy at their place of employment at the time of the satisfactory completion of their training.
- h) Service as a trainee is to be counted as service for the purpose of determining Long Service Leave entitlements provided that the trainee is appointed to a position by Council, within three months to the termination of the traineeship.

### **64. SCHOOL BASED APPRENTICES**

- a) A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- b) A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- c) The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- d) For the purposes of calculating wages, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- e) A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

- f) Off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- g) The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- h) School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- i) The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- j) If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- k) School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

#### **Part 10 – MISCELLANEOUS**

##### **65. TRANSPORT**

- a) Where an Employee is required by the Council to work outside their normal hours and the duty commences or terminates at an hour when their usual or reasonable means of transport from or to their residence are not available, the Council shall provide the Employee concerned with suitable transport from or to their residence.

#### **Part 11 – ACCEPTANCE OF AGREEMENT**

##### **SIGNATORIES**

The undersigned parties accept that this Enterprise Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This Agreement is signed for and on behalf of:

**Part 11 – ACCEPTANCE OF AGREEMENT**

**SIGNATORIES**

The undersigned parties accept that this Enterprise Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This agreement is signed for and on behalf of:

**Kentish and Latrobe Councils**

Name: Gerald Monson

Position: General Manager

Address: 170 Gilbert Street, LATROBE TAS 7307

Signature: 

Date: 02/05/2022

**Australian Services Union**

Name: Jess Cassidy

Position: ASU Tas Organiser

Address: 265 Macquarie Street, HOBART TAS 7030

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Employee Bargaining Representatives – Kentish Council**

Name: Steven Martin

Position: Bargaining Representative

Address: PO Box 63, SHEFFIELD TAS 7306

Signature: 

Date: 3-5-2022

Name: Ian Hyde

Position: Bargaining Representative

Address: PO Box 63, SHEFFIELD TAS 7306

Signature: 

Date: 3-5-2022

**Part 11 – ACCEPTANCE OF AGREEMENT**

**SIGNATORIES**

The undersigned parties accept that this Enterprise Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This agreement is signed for and on behalf of:

**Kentish and Latrobe Councils**

Name: Gerald Monson

Position: General Manager

Address: 170 Gilbert Street, LATROBE TAS 7307

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Australian Services Union**

Name: Raymond (Billy) King

Position: ASU Branch Executive President

Address: 116 Queensberry St, Carlton South, Victoria 3053

Signature: 

Date: 10 May 2022

**Employee Bargaining Representatives – Kentish Council**

Name: Steven Martin

Position: Bargaining Representative

Address: PO Box 63, SHEFFIELD TAS 7306

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Ian Hyde

Position: Bargaining Representative

Address: PO Box 63, SHEFFIELD TAS 7306

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Jodi Coleman

Position: Bargaining Representative

Address: PO Box 63, SHEFFIELD TAS 7306

Signature: 

Date: 5/5/2020

**Employee Bargaining Representatives – Latrobe Council**

Name: Shaun Tuthill

Position: Bargaining Representative

Address: PO Box 63, LATROBE TAS 7307

Signature: 

Date: 4/5/22

Name: Michael Redpath

Position: Bargaining Representative

Address: PO Box 63, LATROBE TAS 7307

Signature: 

Date: 4-5-22

Name: Paul Darnell

Position: Bargaining Representative

Address: PO Box 63, LATROBE TAS 7307

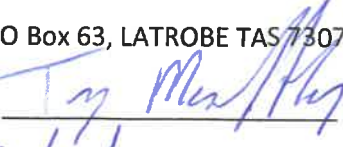
Signature: 

Date: 4/5/22

Name: Troy McCarthy

Position: Bargaining Representative

Address: PO Box 63, LATROBE TAS 7307

Signature: 

Date: 4/5/22

Name: Michelle Dutton

Position: Bargaining Representative

Address: PO Box 63, LATROBE TAS 7307


Signature:  \_\_\_\_\_

Date: 24/5/2022

Name: Sarah Cairns

Position: Bargaining Representative

Address: PO Box 63, LATROBE TAS 7307

Signature:  \_\_\_\_\_

Date: 21/5/22

## 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.

# KENTISH & LATROBE COUNCILS

Our Ref:  
Your Ref:

18<sup>th</sup> May 2022

**IN THE FAIR WORK COMMISSION**

*Fair Work Act 2009 (Cth) ("FW Act")*

**Matter number:**

**AG2022/1355**

**Employer:**

**Kentish Council and Latrobe Council  
(Employer)**

**Application:**

**Kentish and Latrobe Council multi-  
employer Agreement 2022 (Agreement)**

**Authorised representative:**

**Gerald Monson  
General Manager**

## **Undertaking- Section 190**

I, Gerald Monson, General Manager of Kentish Council and Latrobe Council give the following undertaking with respect of the Kentish and Latrobe Council multi-employer Agreement 2022.

I have the authority given to me by Kentish Council and Latrobe Council to provide this undertaking in relation to the application before the Fair Work Commission.

### **Undertaking 1 – Definition of a Shift Worker (Add to Clause 43.1 Annual Leave entitlement)**

*To be read in addition to Clause 43.1*

c) A shift worker is an employee:

- who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week; and
- who is regularly rostered to work on Sundays and public holidays.



**Undertaking 2 – Redundancy (Add to Clause 16 Redundancy)**


*To be read as 16.5*

- a) Severance pay calculated on the basis of three weeks’ income for each completed year of continuous service with a pro-rata entitlement for a part completed year of service. An Employee with more than 1 year but less than 2 years’ service will be entitled to 4 weeks pay.

**Undertaking 3 – Casual Loading (Add to Clause 32 Casual Loading)**

*To be read in addition to Clause 32*

- d) Casual employees will be paid, in addition to the minimum hourly rate and rates payable for shift and weekend work on the same basis as a weekly Employee, an additional loading of 25% of the minimum hourly rate for the classification in which they are employed as.

Date signed:	18th May 2022
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Gerald Monson
Signature:	
Witness name:	Kate Milford
Witness signature:	