



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Application by Central Highlands Council T/A Central Highlands Council**  
(AG2024/753)

## **CENTRAL HIGHLANDS COUNCIL ENTERPRISE AGREEMENT 2023**

Local government administration

DEPUTY PRESIDENT WRIGHT

SYDNEY, 26 MARCH 2024

*Application for approval of the Central Highlands Council Enterprise Agreement 2023*

### **Introduction**

[1] Central Highlands Council T/A Central Highlands Council (the Employer) has made an application for approval of an enterprise agreement known as the *Central Highlands Council Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

### **Section 190 Undertakings**

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

### **Sections 186, 187, 188 and 190**

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

### **Section 183 Bargaining Representatives**

[4] The Australian Municipal, Administrative, Clerical and Services Union (ASU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[5] In accordance with s.201(2), I note that the Agreement covers the ASU.

## Approval

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 April 2024. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/753

Applicant: Central Highlands Council

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Kim Hossack, General Manager of the Central Highlands Council ("Council"), have the authority given to me by the Council to give the following undertakings with respect to the Central Highlands Council Enterprise Agreement 2023 ("Agreement"):

1. Clause 7.22.5 of the Agreement will be deleted and replaced with the following:

#### **7.22.5. Exemption to Pay Redundancy Pay**

*To the extent permissible by law, there is no requirement for Council to pay redundancy pay to any Employee where there is not a redundancy situation, or to Employees:*

- *who resign from their employment with Council;*
- *whose employment is terminated as a consequence of performance, conduct or capacity;*
- *who are engaged as Casual Employees;*
- *who are engaged as Temporary Employees;*
- *with Continuous Service with Council of less than twelve (12) months; and*
- *where, on application to the Fair Work Commission, the Fair Work Commission is satisfied that Council has obtained acceptable alternative employment for them or cannot pay the amount.*

2. Clause 8.3.2 of the Agreement will be deleted and replaced with the following:

#### **8.3.2. Entitlement to Compassionate Leave**

*An Employee is entitled to three (3) days of compassionate leave for each Permissible Occasion when:*

- a member of the Employee's Immediate Family, or a member of the Employee's household:
  - contracts or develops a personal illness that poses a serious threat to their life;
  - sustains a personal injury that poses a serious threat to their life; or
  - dies; or
- a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

*A further two (2) days of compassionate leave, for a total of five (5) days for each Permissible Occasion, will be granted in situations where interstate or international travel is required for the purposes of this clause.*

*In order to be eligible for the additional two (2) days of compassionate leave, the Employee may be required to provide documentary evidence of the interstate or international travel, to the satisfaction of the General Manager.*

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Kim Hossack

25 March 2024

Date



# **Central Highlands Council**

## **Enterprise Agreement**

### **2023**

**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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## 1. SCOPE OF THE AGREEMENT

### 1.1. TITLE

This Agreement shall be known as the *Central Highlands Council Enterprise Agreement 2023*.

### 1.2. DEFINITIONS

For the purpose of this Agreement:

**Act** or **the Act** means the *Fair Work Act 2009* and *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* including any Regulations.

**Agreement** or **the Agreement** or **this Agreement** means the Central Highlands Council Enterprise Agreement 2023.

**Award** means the Local Government Industry Award 2020.

**Base Rate of Pay** means the hourly rate of pay payable to an Employee for his or her ordinary hours of work, but not including any of the following:

- incentive-based payments and bonuses;
- loadings;
- monetary allowances;
- overtime or penalty rates;
- any other separately identifiable amounts.

**Continuous Service** means service of an Employee by a Council or Councils in Tasmania (on a regular and systematic basis) and includes:

- any period of employment in a full-time, part-time, casual or fixed-term contract basis;
- any period of employment in a temporary capacity or probation;
- any period of absence on leave, with or without pay;
- any period of absence where the employee has been re-employed by the employer or another Council within three (3) months of the date of termination; and
- any period of absence on leave for the purpose of serving as a member of any of Australia's defence forces.

**Council** means the Central Highlands Council (ABN: 30 472 494 899).

**Eligible Community Service Activity** means:

- Jury Service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or





- carrying out a voluntary emergency management activity, community service activities such as Fire Service, State Emergency Services or Defence as prescribed in the community service leave clause of this Agreement.

**Employee** means a person employed by the Central Highlands Council and who is covered by this Agreement.

**Employer** means the Central Highlands Council.

**Fair Work Commission** means the Fair Work Commission or any successor.

**Immediate Family** means:

- a spouse, defacto spouse, same-sex spouse, former spouse, former de facto spouse, child (including foster, adopted or step child), parent, sibling, grandparent, grandchild of the Employee; or
- a child including an adopted child, parent, grandparent, grandchild or sibling of a spouse, defacto spouse, same-sex spouse, former spouse or former de facto spouse of the Employee.
- Any requests relating to a person whom the employee has or is owed a similar moral duty to as those defined in this immediate family definition, including under aboriginal kinship rules, will be considered at the Employee's request by the General Manager.

**Junior** means an Employee under 21 years old.

**NES** means the National Employment Standards as contained in the Act.

**Ordinary Time Earnings** means an Employee's actual ordinary rate of pay including allowances paid on a weekly basis and shift loadings, but excluding overtime earnings, special rates and allowances of a reimbursable nature (e.g. meal allowance, vehicle allowance).

**Permissible Occasion** means an occasion of leave taken which is in accordance with the defined criterion of a given clause.

**Salary** has the same meaning as Base Rate of Pay.

**Trainee** means an Employee engaged under a training agreement made in accordance with the appropriate legislative requirements and who is not an apprentice.

**Union** means the Australian Municipal, Administrative, Clerical and Services Union (Australian Services Union or ASU).

### 1.3. PARTIES BOUND

The parties to this Agreement are:

- The Central Highlands Council (ABN: 30 472 494 899);



- Employees of the Council covered by the Award, other than the General Manager; and
- The Australian Municipal, Administrative, Clerical and Services Union (ASU).

#### **1.4. RELATIONSHIP TO AWARDS AND AGREEMENT**

This Agreement operates to the exclusion of all industrial instruments (including any award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award) other than those listed below.

This Agreement incorporates the Local Government Industry Award 2020.

Where inconsistencies occur between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency. For the avoidance of doubt, where this Agreement is silent on a matter the Award shall apply.

This Agreement wholly replaces the Central Highlands Council Enterprise Agreement 2020.

#### **1.5. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS (NES)**

Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than that provided by the NES.

Employee entitlements under this Agreement:

- Apply unless a superior condition applies in accordance with the NES; and
- Are provided in satisfaction of, and not in addition to, entitlements under the NES.

#### **1.6. NO EXTRA CLAIMS COMMITMENT**

For the term of the Agreement the parties agree that there shall be no further claims unless granted under the Agreement.

#### **1.7. RE-NEGOTIATION OF THE AGREEMENT**

The parties agree that no later than six (6) months before the expiration of this Agreement, discussions will commence regarding a further Agreement.



### **1.8. TERM OF THE AGREEMENT**

This Agreement shall operate from seven (7) days after approval by the Fair Work Commission.

The nominal expiry date of this Agreement is 30 June 2025.

### **1.9. POSTING AGREEMENT**

The Employer will post and keep posted a copy of this Agreement on designated notice boards in each workplace.

### **1.10. SAVINGS**

The implementation of the Agreement will not result in any Employee suffering a reduction in their Ordinary Time Earnings.



## 2. CONSULTATION AND COMMUNICATION

### 2.1. CONSULTATION

#### 2.1.1. Consultation Process

Consultation is a process which occurs prior to, not after the taking of a decision. It involves real listening on both sides and has the capacity to influence the outcome.

This term applies where Council:

- has made an in-principle decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise and the change is likely to have a significant effect on Employees (**Major Change**); or
- proposes to introduce a change to regular rosters or ordinary hours of work (**Change of Hours**);

Council must notify the relevant Employees of the in-principle decision to introduce the major change or change of hours.

The relevant Employees may appoint a representative (which may include the Union) for the purposes of the procedures in this term.

If a relevant Employee appoints a representative for the purposes of consultation, and the Employee advises the Council of the identity of the representative, the Council must recognise the representative.

As soon as is practicable before, and where appropriate, during the making of its in-principle decision, the Council must discuss with the relevant Employees:

- the introduction of the change;
- the effect the change is likely to have on the Employees; and
- measures Council is taking to avert or mitigate the adverse effect of the change on the Employees.

The Council must provide, in writing, to the relevant Employee and their nominated representative:

- all relevant information about the in-principle change including the nature of the change proposed;
- information about the expected effects of the change on the Employees; and
- any other matters likely to affect the Employees.



Council must also:

- invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- consider any views given by the Employees about the change.

### **2.1.2. Considerations**

The requirement to consult regarding a change to regular rosters or ordinary hours of work under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions relating to a change to regular rosters or ordinary hours of work are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

Council is not required to disclose confidential or commercially sensitive information.

Council must give prompt and genuine consideration to matters raised about the proposed change.

### **2.1.3. Major Change**

In this clause, a major change is likely 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 Council's workforce or to the skills required by 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.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have a significant effect.

In this clause, **Relevant Employees** means any Employee who may be affected by the major change.



#### **2.1.4 Joint Consultative Committee**

The committee will maintain their own terms of reference, and provide a forum to discuss matters arising from the implementation of this Agreement and any collective workplace matters.

The composition of the committee will be equal Employee and management representatives, three of each.

Union representative may attend if required by a Union member.

The committee will meet a minimum of two (2) times per year, with extra meetings at the request of a majority of committee members or as required by the General Manager.

### **2.2. UNION DELEGATES**

#### **2.2.1. Rights of Union Delegates**

Council will recognise Union delegates who are authorised by the Union and undertakes to allow such delegates to perform their role without any discrimination in respect of their employment.

Council acknowledges that delegates represent and speak on behalf of Union members in the workplace, and have the right to engage in collective negotiations with the Employer on behalf of members. The Union delegate shall have the right to reasonable time to prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent, in paid time.

Council will give delegates reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.

Council will provide access to a notice board in a prominent location in the workplace on which delegates may place notices relevant to Union activities.

#### **2.2.2. New Employees**

Council will provide Union delegates and their Union representatives the opportunity to speak with each new Employee to advise of the Union's coverage within Council and to inform them of payroll deductions available for Union dues at the time of induction.



### **2.2.3. Approved Union Delegate Leave**

Council recognises the involvement of Union delegates, and provides one (1) allowance of five (5) days paid leave per year to be shared amongst all Union delegates for the purpose of activities as outlined below.

Any increase to the allowance in this clause may be approved by the General Manager.

The Employer, the Employee and the Union will agree on the appropriate courses and conferences and the timing of paid leave, having regard to the operational requirements of the Employer.

The application to Council must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with at least fourteen (14) days' notice of the proposed training.

The Union delegate will be provided reasonable time during work hours to brief members of the Union regarding the course or conference attended. If the Union delegate does not provide this briefing permission to attend future courses or conferences may be withdrawn.

In the event that a Union delegate is elected to the Executive of the ASU, then additional unpaid leave for these purposes will be given due consideration.

Leave requests made under this clause shall not be declined unreasonably.

Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.

An Employee may be required to satisfy Council of attendance at the course to qualify for payment of leave.

Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.



### **3. DISPUTE SETTLEMENT PROCEDURE**

#### **3.1. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

If a dispute arises in relation to:

- this Agreement;
- the NES (including subsections 65(5) or 76(4)); or
- any other work related matter (including a dispute about whether workplace rights have been breached)

this clause set out procedures to settle the dispute.

An Employee who is party to a dispute may be represented throughout the entire dispute resolution process in this clause by any person of their choosing. Such representation may be from the Union if the Employee so chooses.

The parties to the dispute should attempt to resolve the dispute at the workplace level.

It is recognised by the parties that disputes should be resolved quickly and effectively without recourse to unprotected industrial action. The work shall be continued in the usual manner while the following steps are followed:

The below steps should be conducted within a reasonable timeframe.

While the parties are trying to resolve the dispute using the procedures below:

- the circumstances that existed prior to the dispute being notified to the other party in writing (i.e. the status quo and not the status quo ante) shall prevail; and
- an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety.
- 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;
  - applicable work, health and safety legislation would not permit the work to be performed;
  - the work is not appropriate for the Employee to perform; or
  - there are other reasonable grounds for the Employee to refuse to comply with the direction, including where an Employee requests that the status quo be maintained.





### **3.1.1. Step 1**

In the first instance, an attempt to resolve the dispute at the lowest possible level should be made, i.e. informally between the Employee concerned and their supervisor / manager.

The Employee, during this stage of the dispute, may choose to notify the supervisor / manager, in writing, of the nature of the grievance and the remedy sought.

### **3.1.2. Step 2**

If the matter is still unresolved then discussions should be conducted between the Employee and their representative, if any, and a more senior manager.

At the conclusion of these discussions, if the matter has not been resolved, the Employer must provide a response to the Employee's grievance with reasons for not implementing the remedy sought by the Employee.

A written report should be prepared to record the circumstances of the dispute, what action has been taken and what further action needs to occur. A copy of the report is to be made available to all parties. When disputes occur around sensitive areas it may be more appropriate for a written report not to be prepared.

### **3.1.3. Step 3**

If the matter remains unresolved further discussions will be conducted between the parties and the General Manager.

### **3.1.4. Step 4**

If the matter cannot be resolved, either party may refer the dispute to Fair Work Commission for resolution.

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

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

The parties agree to be bound by any decision made by Fair Work Commission in accordance with this term.



## **4. EMPLOYMENT RELATIONSHIP**

### **4.1. EMPLOYMENT CATEGORIES**

Subject to the exceptions and limitations contained in this clause, the Employer has the option to engage an Employee on a full-time, part-time, casual or fixed-term basis. The Employer shall provide notice in writing to an Employee at the time of engagement whether such engagement is full-time, part-time, casual or fixed term.

#### **4.1.1. Full Time Employee**

An Employee engaged to work an average of:

- Seventy-five (75) hours per fortnight for clerical and administrative Employees; and
- Seventy-six (76) hours per fortnight for all other Employees.

#### **4.1.2. Part Time Employee**

An Employee engaged to work less than an average of thirty-eight (38) hours each week on a regular and systematic basis.

The following terms and conditions generally apply to part time Employees:

- Leave provisions apply on a pro-rata basis; and
- Where a Part-time Employee is offered, and accepts, more hours than their usual or contracted hours these hours will not be considered overtime provided that the hours are less than thirty-eight (38) hours per week and occur during the span of Ordinary Hours.

#### **4.1.3. Casual Employee**

An Employee who is engaged on an as is and when is required basis according to the Employer's needs, in respect of whom the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work. A casual employee can elect to accept or reject work. This does not prevent a casual Employee from working consistent hours on a regular and systematic basis, for a specified period, under a casual arrangement where such work is available.

The following terms and conditions generally apply to casual Employees:

- Casual Employees will be paid, in addition to the ordinary hourly rate, an additional 25% casual loading to the Base Rate of Pay for work performed Monday to Friday within the normal span of hours inclusive;



- Each casual period of employment is a separate engagement which stands alone and ceases at the end of that engagement;
- Penalties and Overtime rates for Casual Employees will be calculated on the loaded rate (i.e. the Overtime or Penalty Rate will be calculated on the Ordinary Rate plus the 25% casual loading);
- The 25% casual loading is paid to compensate casual Employees for a lack of any pro-rata annual leave, paid personal leave, paid carer's leave, paid parental leave, unpaid parental leave, compassionate leave, community service leave, public holidays or notice of termination that the Employee will not be entitled to receive as a casual employee on each occasion on which they are offered and agree to work, even though not specifically designated as such;
- If a casual Employee is not considered to be a casual employee in accordance with the NES, and the Employee makes a claim to be paid an amount in lieu of one or more of the relevant NES entitlements, the Employer may apply to have the 25% casual loading taken into account in determining any amount payable to the Employee in lieu of one or more relevant NES entitlements; and
- If a casual Employee is not informed before the Employee leaves the job at the end of his or her day's work or shift, and the Employee attends for the next day's work or shift and is not put to work, the Employee will in any case be paid as for four hours work and will be paid as for the day or shift unless the unemployment is due to circumstances beyond the control of the Employer.

#### **4.1.4. Temporary Employment**

A Temporary Employee may be engaged on a full-time or part-time basis for a specific period of time or for a specific task(s) (i.e. fixed term or fixed task) as advised by Council.

If a Temporary Employee becomes a permanent Employee within three months of the end of the temporary employment, the period worked as a Temporary Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.

At the end of a Temporary Employee's contract of employment, there is no obligation for Council to offer that Temporary Employee any further or additional employment and no claim, action, complaint, entitlement or right to compensation arises by reason of the automatic termination of the contract of employment.

#### **4.1.5. Trainees**

Council may engage an Employee as a Trainee under a training agreement made in accordance with the appropriate legislative requirements. Trainees will be entitled to the wage rates prescribed in clause 7.2.



#### **4.1.6. Probationary Employment**

Council will initially engage a permanent Employee on probation for a period up to but not exceeding six (6) months.

The probation period is a period of review by which Council and the Employee can assess each other's performance, capacity and willingness to continue the employment arrangements beyond this period.

Any period of probation worked by an Employee forms part of the Employee's period of Continuous Service for all purposes of this Agreement.

At any stage during an Employee's period of probation, Council or the Employee may terminate the employment for any reason by giving one (1) weeks' written notice.

Council may pay an Employee in lieu of all or part of the notice referred to above.

The notice requirements set out in this clause do not apply in respect to an Employee whose employment is terminated on the basis of serious misconduct.

#### **4.2. CASUAL CONVERSION TO PERMANENT EMPLOYMENT**

A casual Employee, other than an irregular casual Employee, who has been engaged by the Employer on a regular and systematic basis during a period of six months, thereafter has the right to elect to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process.

The Employer must give the Employee notice in writing of the provisions of this clause within four weeks of the Employee having attained such period of six months. The Employee retains their right of election under this clause if the Employer fails to comply with this clause.

Any such casual Employee who does not within four weeks of receiving written notice elect to convert their contract of employment to permanent employment is deemed to have elected against any such conversion.

Any casual Employee who has a right to elect under this clause, on receiving notice under this clause or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to permanent employment, and within four weeks of receiving such notice the General Manager must consent to or refuse the election, but only on reasonable grounds.

In considering a request, the Employer may have regard to any of the following factors:

- the size and needs of the workplace;
- the nature of the work the Employee has been doing;
- the qualifications, skills, and training of the Employee;



- the trading patterns of the workplace (including cyclical and seasonal demand factors); and
- any other relevant matter.

Once a casual Employee has elected to become and been converted to a permanent Employee, the Employee may only revert to casual employment by written agreement with the Employer.

If a casual Employee has elected to have their contract of employment converted to permanent employment in accordance with this clause, the Employer and Employee must discuss and agree on the number of hours and the pattern of hours that will be worked.

An Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Employer and Employee.

Where, in accordance with this clause an Employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the Employee concerned and a genuine attempt made to reach agreement.

For the purposes of this clause, an irregular casual Employee is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.

An Employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

#### **4.3. LABOUR HIRE**

Direct employment will be the preferred employment model of Council. Labour hire will only be used for genuinely temporary or seasonal work and not used in preference of fixed term or casual direct employment wherever possible.

Council will use labour hire personnel from external agencies who are contracted to fill temporary positions depending upon operational needs. Labour hire employees may be required to cover extended periods of leave or specific project work.

Labour hire personnel will be paid at the classification level equal to the classification with the position description of the temporary position.

Council will review labour hire arrangements on a six (6) monthly basis and dependent upon operational needs will consider initiating a recruitment process should additional employees be required on an ongoing basis.



## **5. FLEXIBILITY IN THE WORKPLACE**

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

By agreement between an Employee and Council, an Employee is able to work extended hours to accrue Time Off In Lieu subject to the following:

If the extended hours are worked at the Employee's request, to enable personal flexibility, the TOIL will accrue at a rate of time for time.

If the extended hours are worked at Council's request the TOIL will accrue at the applicable overtime rates under this Agreement, and be converted to single time hours for the purposes of TOIL accruals.

TOIL must not be cashed out except in cases where an Employee requests such a cash out to occur. An Employee may, at any time, specify any number of hours of previously accrued TOIL be cashed out at their ordinary rate of pay.

An Employee TOIL balance must not exceed seventy-six (76) hours at any one time. If an Employee reaches seventy-six (76) hours of TOIL, any further additional hours worked will be paid as overtime in accordance with relevant provisions of this Agreement.

Any TOIL balance as at the last pay period in June of each year of the agreement will be paid out in full.

An Employee who has unused accrued TOIL balance at the termination of their employment, whether the termination is initiated by the Employee or Employer, shall have the full balance of this accrued TOIL paid in their final payment.

### **5.2. INDIVIDUAL FLEXIBILITY AGREEMENTS**

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

- the Agreement deals with one or more of the following matters:
  - annualisation of base salary, penalties, overtime and allowances;
  - method of payment of leave loading;
  - arrangements about when work is performed; or
  - the timing and minimum periods of annual leave.
- the arrangement meets the genuine needs of the Council and Employee in relation to one or more of the matters mentioned above; and
- the arrangement is genuinely agreed to by the Council and Employee.



The Council must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the Act;
- are not unlawful terms under section 194 of the Act; and
- result in the Employee being better off overall than the Employee would be if no arrangement was made.

The Council must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the Council and Employee; and
- is signed by the Council and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
- includes details of:
  - the terms of the Agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - 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
  - states the day on which the arrangement commences.

The Council must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

The Council or Employee may terminate the individual flexibility arrangement:

- by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- if the Council and Employee agree in writing — at any time.

Any variation to Employee working arrangements under the Individual Flexibility Arrangement clause will be considered via a process which is fair and equitable.

Employees may appoint a representative at any time throughout this process.

### **5.3. FLEXIBLE WORKING ARRANGEMENTS**

Certain Employees have the right to request flexible working arrangements under the NES. Council can only refuse such a request on reasonable business grounds.

Employees who have worked with the same Employer for at least 12 months can request flexible working arrangements if they:

- are the parent, or have responsibility for the care, of a child who is of school age or younger;
- are a carer (within the meaning of the Carer Recognition Act 2010);



- have a disability;
- are pregnant;
- are 55 or older;
- are experiencing violence from a member of their family,
- provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family.
- expand the circumstances in which an employee may request flexible work arrangements to include employees who are pregnant as well as situations where an employee, or a member of their immediate family or household, experiences family and domestic violence;
- legislate the substance of the Fair Work Commission's (the Commission) model flexible working arrangements modern award term to provide a fair and transparent process for responding to flexible working arrangement requests, and
- allow the Commission to deal with a dispute about a request, including by conciliation, mediation or if necessary mandatory arbitration, in circumstances where employers and employees cannot agree on a solution at the workplace level.

If an employee is the parent of a child or has responsibility for the care of a child and is returning to work after taking parental or adoption leave, the employee may request to return to work on a part time basis to help them care for the child.

Requests for flexible working arrangements have to:

- be in writing;
- explain what changes are being asked for; and
- explain the reasons for the request.

Council must provide a written response within 21 days advising whether the request is granted or refused. A request can only be refused on reasonable business grounds, as defined in the NES, and if the request is refused the written response must include the reasons for the refusal.

#### **5.4. PHASED-IN RETIREMENT**

It is recognised that Local Government in Tasmania is experiencing an ageing workforce. Council respects the rights of individual Employees to make their own choices on when they leave paid employment, whilst at the same time recognising the value Employees have to Council in terms of their organisational knowledge and skills. In addition, it is recognised that





leaving the workforce in retirement after a long period of service can be dramatic for some people.

To assist, Council will develop a process which will provide Employees access to phased-in retirement. Subject to a mutual agreement the overall concept is that Employees who are approaching the normal age of retirement are able to reduce their work commitments through a reduction in working hours over a period of time with a consequential reduction in salary.

As with any retirement decision, it will be the Employee's choice to apply for phased-in retirement and the Employee will not suffer any detriment as a result. The Employee's salary on separation for superannuation purposes will be the same as the fulltime equivalent salary.

The reduced commitment in working hours may be matched with the recruitment of a Trainee or other Employee with the relevant skills and experience, in the same Department, to aid in the maintenance of the potential loss of skills following the retirement decision.



## **6. HOURS OF WORK AND RELATED CONDITIONS**

### **6.1. HOURS OF WORK**

The ordinary hours of work are between 6:00am and 6:00pm Monday to Friday.

Ordinary weekly hours are:

- Thirty-seven and a half (37.5) hours for clerical and administrative Employees; and
- Thirty-eight (38) hours for all other Employees.

Unless agreed otherwise with the Employee, an Employee must not be required to work for more than five (5) continuous hours during the Employee's ordinary hours of work without an unpaid meal break of at least thirty (30) minutes.

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

Unless otherwise agreed with an individual Employee, Full-time Employees will work on a '9 day fortnight' with one day per fortnight to be taken as a Rostered Day Off (RDO). Only half of the workforce is permitted to be off each opposite week, this aims to improve efficiency of the organisation.

If an accrued rostered day off falls on a public holiday as prescribed in the NES, the next working day will be substituted, or another day by agreement or the Employee may elect to bank the RDO as TOIL hours in accordance with the TIME OFF IN LIEU (TOIL) clause 5.1.

### **6.2. WORKING ROSTERED DAYS OFF**

To assist in meeting seasonal fluctuations and peak workloads, Council has the ability to request an Employee to work their Rostered Day Off, and either take an alternative day at a mutually agreed time or to bank the RDO as TOIL hours in accordance with the Time Off in Lieu clause of this Agreement.

Council is required to give a minimum forty-eight (48) hours' notice when making a request or giving notice to work a Rostered Day Off, unless both parties agree to a shorter period in a particular instance.

An Employee may not be required to work more than 5 RDOs annually at the direction of the relevant manager.



### **6.3. WORKING WEEKENDS**

To assist in meeting seasonal fluctuations and peak workloads, Council has the ability to request an Employee to work their weekend, or part thereof. An Employee can refuse to work a weekend on reasonable grounds, unless weekend work forms part of the regular roster in that particular workgroup.

Any Employee, other than an Employee working at the Bothwell Swimming Pool, who is required to work a shift on a weekend, or part thereof, shall be paid in accordance with the overtime rates specified in this Agreement.

### **6.4. CHRISTMAS SHUTDOWN PERIOD**

Council will have an annual shut down period over the Christmas / New Year period between Christmas Day and New Years' Day.

Full time Employees shall utilise periods of accrued leave to cover this period.

Such leave may include:

- annual leave;
- long service leave (in accordance with Council's Long Service Leave policy);
- accrued TOIL;
- RDO or
- any combination of the above.

Whereby an Employee does not have sufficient leave to cover this period, the General Manager may agree to permit the Employee to accrue a negative leave balance of up to three days for any days of leave required that fall during the shut-down period.

### **6.5. STARTING AND FINISHING POINT**

An Employee's starting and finishing point will be either:

- the Employee's principal work location;
- a job site designated by Council; or
- another location

and shall meet the operational needs of the Council at each location.

Any variation to the starting and/or finishing point on any given work day must be by mutual agreement between the Employer and the Employee.

Whereby an Employee is required to use their own vehicle for travel to a starting point or from a finishing point that constitutes kilometres' in excess of employees regular starting or



finishing point, the Employee shall be entitled to an allowance in accordance with clause 7.14 Vehicle Allowance. The allowance will be applicable for kilometres deemed to be in excess of their regular commutes to and from the starting / finishing point.

#### **6.6. MEAL BREAKS**

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

Employees are also entitled to a ten (10) minute paid break at a designated time during the course of each morning.

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



## 7. REMUNERATION AND RELATED MATTERS

### 7.1. WAGE RATES

Current minimum wage rates payable by Council shall be as prescribed in Appendix 1 – Wage Rates

### 7.2. JUNIOR AND TRAINEE RATES

Junior Employees and Trainees will be entitled to be paid the following percentages of the appropriate adult wage rate for the relevant classification as set out in Appendix 1 for the work being undertaken by such an Employee:

Age of Employee	Percentage of Adult Wage
Under 17 years	55%
At least 17 years but less than 18 years	65%
At least 18 years but less than 19 years	75%
At least 19 years but less than 20 years	85%
20 years or over	95%

### 7.3. WAGE INCREASES

These rates include the following wage increases (whichever is greater). Note CPI means the annual Consumer Price Index (Hobart All Groups) percentage increase from the March quarter of the preceding year to the March quarter of the current year:

- With effect from the first full pay period on or after 1 July 2022:
  - a fixed rate of 6%.
- With effect from the first full pay period on or after 1 July 2023:
  - 3.5% or CPI.
- With effect from the first full pay period on or after 1 July 2024:
  - a fixed rate of 4.5%.



#### **7.4. PAYMENT OF WAGES**

Wages are paid fortnightly on a Tuesday. Where a public holiday falls on the designated pay day, the Employer will provide for such payment to be made on the working day before the holiday.

Payment shall be paid by either electronic funds transfer or direct deposit into a banking of financial institution nominated by the Employee.

On or prior to pay day, the Employer will state to each Employee in writing, the entitled amount of wages, the amount of deductions and the net amount being paid to the Employee.

All Employees dismissed summarily will be paid as soon as possible, and in any event within twenty-four hours after the time of dismissal.

#### **7.5. OVERTIME**

The Employer may request or require an Employee to work reasonable overtime at the appropriate overtime rate as detailed below.

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 the Employee's health and safety;
- the Employee's personal circumstances, including any family responsibilities;
- the notice (if any) given by the Employer of the need to work overtime;
- the notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- the needs of the workplace, including the usual pattern of work in the industry;
- the nature of the Employee's role, and the Employee's level of responsibility; and
- any other relevant matter.

An Employee working overtime will be allowed a break of twenty (20) minutes without deduction of pay after each four (4) continuous hours of overtime, if the Employee continues to work after such break.

##### **7.5.1. Overtime Payment**

The overtime rates are:

- **Monday to Saturday 12 noon** - time and one half for the first two (2) hours and double time thereafter;
- **Saturday from 12 noon and all day Sunday** - double time for all time worked; and



- **Public Holidays** - double time and one half for all time worked.

An Employee who works overtime between the termination of their ordinary work on one day and the ordinary time for commencement of work on the next day will be entitled to at least ten (10) hours off duty prior to resuming normal duties, without loss of pay for ordinary working time occurring during such absence.

If such Employee is instructed to resume or to continue work without having had ten (10) hours off duty they will be paid at double time rates until released from duty for such a period. The Employee will then be entitled to be absent until they have been absent for ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

An Employee undertaking overtime may also be eligible for a meal allowance as prescribed in Appendix 2 (Allowances) in accordance with the meal allowance clause of this Agreement.

#### **7.5.2. Call-back**

An Employee, subject to their availability, may be recalled to work at any time. In these circumstances a payment will be paid as for a minimum of three (3) hours overtime at the appropriate rate in accordance with this Agreement from the time the Employee departs for work.

An Employee recalled to work this type of overtime will not be required to work the period for which they are entitled to be paid if the work they are recalled to perform is completed in a shorter period.

An Employee, who receives a subsequent call-out before returning home and prior to completing three (3) hours work, will not receive a further call out but will continue to receive the appropriate overtime rate in accordance with this Agreement.

An Employee recalled to work may also be eligible for a meal allowance as prescribed in Appendix 2 (Allowances) in accordance with the meal allowance clause of this Agreement.

#### **7.6. ON CALL**

The Employer will operate an on call roster which an Employee can elect to participate in. Once agreed the Employee is then considered to have been directed by the Employer to be available for duty outside of their ordinary working hours of work for a designated period, usually a week at a time, as on call.

The Works and Services Manager or, in their absence, the Leading Hand shall formulate a rotating on-call roster such that it is as fair and equitable as possible for those who choose to



participate and shall ensure that sufficient coverage is maintained to meet the needs of Council.

An Employee who is on call must be able to be contacted and immediately respond to a request to attend work.

Where the Employee is on call they will be paid an on call allowance in accordance with Appendix 2 (Allowances).

An Employee who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time required to attend work.

Actual time worked will be deemed to apply from the time the Employee leaves home.

### **7.7. REMOTE RESPONSE**

An Employee who is on call and available to immediately:

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

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

An Employee remotely responding will be required to maintain and provide to the Employer a time sheet of the length of time taken in dealing with each matter remotely for the week.

The total overtime paid to an Employee for all time remotely responding during the week shall be rounded up to the nearest 15 minutes.

### **7.8. SUPERANNUATION**

The parties agree that the Employer shall contribute the entire amount of superannuation contributions payable with respect to each of its eligible Employees under the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992* and any related regulations to a complying superannuation fund or retirement savings account.

This clause includes Employees that receive Workers' compensation payments.

For Employees not in the Tasplan Defined Benefits Scheme:





- if those Employees make personal superannuation contributions through payroll:
  - of 2% the Employer will contribute an extra 1%
  - of 4% the Employer will contribute an extra 2%

Employees are strongly encouraged to seek their own independent financial advice regarding superannuation.

Upon commencement of employment, an Employee will elect, in writing, a fund into which the Employer is to contribute the entire amount of superannuation contributions payable in respect of that Employee.

In the event that an Employee's written selection of a fund is not received by the Employer on commencement of employment, Council will begin making payments into Spirit Super (or any successor to that plan) as the default fund.

## **7.9. ALLOWANCE RATES**

See Appendix 2 (Allowances) for applicable allowance rates.

## **7.10. HIGHER DUTIES ALLOWANCE**

An Employee directed or appointed to relieve in a higher level position where the Employee is required to perform the substantive functions of the role for more than one day will be paid at the higher rate.

An Employee directed to undertake duties pertaining to a higher classified position will be paid the minimum salary for the higher classified position retrospectively to the date of commencing such duties.

If the higher rate of pay has been received continuously for three calendar months or more immediately preceding the taking of annual or sick leave, an Employee who is in receipt of higher duties payment will receive any payment entitled under this Agreement at the higher rate of pay. This applies unless the appointment to the higher level is due to or has expired at the time the leave is taken.

Higher duties will not be paid when the relieving Employee is absent on leave other than as per above.

Where an Employee who is in receipt of higher duties payment performs duties entitled under the higher rate of pay outside ordinary working hours, any overtime payment entitlement will be based on the higher rate of pay.



### **7.11. MEAL ALLOWANCE**

An Employee who works at least two (2) hours of overtime in at least ten (10) hours of work will be paid a meal allowance.

An additional meal allowance will be payable where an Employee works a further four (4) hours of continuous overtime.

The rate of the meal allowance to be paid will be the rate in Appendix 2 (Allowances).

This allowance will not apply where:

- a suitable and appropriate meal has been supplied by the Employer;
- the Employee has been notified at least twenty-four (24) hours in advance of the requirement to work overtime; or
- the Employee can conveniently go to their usual place of residence for a meal.

An Employee will not be paid overtime for the period they are absent from duty for a meal break.

### **7.12. OBJECTIONABLE / ADVERSE CONDITIONS ALLOWANCE**

#### **7.12.1. Application**

This allowance can be claimed by any Employee when working under adverse working conditions.

Council will provide all Personal Protective Equipment (PPE) and wet weather gear to applicable Employees.

Employees are required to wear PPE and wet weather gear as required and to ensure that this is available on-site.

#### **7.12.2. Adverse working conditions**

(i) Operational and trade employees will be paid an additional hourly allowance at the rate specified below for all time worked by direction under adverse working conditions as defined in clause (iv) below.

(ii) In addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

(iii) An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:



- Level 1 working conditions—\$0.93 per hour;
- Level 2 working conditions—\$1.33 per hour; or
- Level 3 working conditions—\$13.23 per hour.

(iv) Definition of adverse working conditions

(A) Level 1 working conditions

The Level 1 working conditions allowance compensates for all adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions, including:

- working in confined or cramped spaces;
- working in wet places;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- working in dusty, muddy or dirty conditions;
- operating mechanical and pneumatic equipment;
- removing or destroying dead animals;
- working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials;
- collection, removal and/or disposal of non-putrescible waste;
- collection, removal and/or disposal of non-putrescible waste by mechanical means; and
- fighting fires.

All outdoor employees will be paid the Level 1 working conditions allowance for every working hour.

(B) Level 2 working conditions

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty working conditions, which typically includes:

- cleaning of public toilets and animal shelters;
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- clearing of sewer chokes;
- maintenance, connections to and/or repair of sewerage equipment;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- reopening or exhumation of graves; digging graves in wet ground or where there is seepage from adjacent graves;
- handling infected materials;



- collection, removal and/or disposal of putrescible waste other than by mechanical means;
- working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
- engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

(C) Level 3 working conditions

The Level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- working in digestion tanks at sewerage treatment works;
- entering and cleaning aeration ponds or wet wells at sewer pump stations;
- working in live sewers ;and
- cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

(v) An employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to work under adverse working conditions as defined in clause (iv).

(vi) Adverse working conditions allowances are not payable during periods of leave.

### **7.13. TOOLS AND EQUIPMENT ALLOWANCE**

Where the Employer requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the Employee in the performance of their duties as a tradesperson, the Employee will be paid an additional weekly allowance at the rate prescribed in Appendix 2 (Allowances).

This provision will not apply where the Employer provides the tradesperson or apprentice with the required tools or while Employees are absent from work.

### **7.14. VEHICLE ALLOWANCE**

Where the Employer 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 at the rate prescribed in Appendix 2 (Allowances).



### **7.15. LEADING HAND ALLOWANCE**

An Employee classified at Level 3, 4 or 5 who is required by the Employer to supervise other Employees will be paid an allowance in addition to the rate of pay specified in this Agreement at the rate prescribed in Appendix 2 (Allowances).

### **7.16. FIRST AID ALLOWANCE**

Where an Employee who holds an appropriate first aid qualification is appointed by the Employer to perform first aid duty, such an Employee will be paid an additional weekly allowance at the rate prescribed in Appendix 2 (Allowances).

The Employee will not be eligible for a First Aid Allowance where the requirement to hold a first aid certificate is a requirement of the position.

The First Aid Allowance is payable during all periods of paid leave.

### **7.17. RESIGNATION AND TERMINATION**

#### **7.17.1. Notice of Termination by Employer**

In order to terminate the employment of an Employee the Employer must give the Employee the period of notice specified in the table below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Less than one 1 year	1 week
1 year to less than 3 years	2 weeks
3 years to less than 5 years	3 weeks
5 years or more	4 weeks

Employees over forty-five (45) years of age at the time of the giving of the notice who have completed at least two (2) years' Continuous Service are entitled to an additional one (1) week notice.

Council may pay an Employee in lieu of all or part of the notice periods referred to above.



The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period.

The payment in lieu of notice must be calculated on the basis of:

- the Employee's ordinary hours of work (even if not standard hours);
- 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.

The notice requirements set out above do not apply in respect to an Employee who is summarily dismissed for serious misconduct as defined in the Act and Fair Work Regulations.

The employment of an apprentice or trainee can only be terminated following approval by the Tasmanian State Training Authority to suspend or cancel a contract of training.

#### **7.17.2. Notice of Termination by an Employee**

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

If an Employee fails to give the specified notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received had they worked the full notice period.

#### **7.17.3. Job Search Entitlement**

Where the Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee will be allowed time off without loss of pay of up to one day each week of the notice period, for the purpose of seeking other employment.

If an Employee is allowed time off without loss of pay of more than one day the Employee must, at the request of the Employer, produce proof of participation in a job search activity. A statutory declaration is sufficient for this purpose.

The time off will be taken at times that are convenient to the Employee after consultation with the Employer.



#### **7.17.4. Payment of Personal Leave on Termination / Resignation**

This sub-clause:

- only applies to Employees who were employed by Council on or before 30 June 2014; and
- does not apply to an Employee who commences employment with Council on or after 1 July 2014.

On termination of employment an Employee will receive a payment equivalent to the following percentages of their unused personal leave:

<b>Period of Continuous Service</b>	<b>% of unused Personal Leave</b>
Less than five (5) years	25%
More than five (5) years but less than ten (10) years	50%
Ten (10) years or more	75%

For the purposes of this sub-clause, Continuous Service with the Council includes Continuous Service with the Bothwell Council and Hamilton Council prior to amalgamation in April 1993 and will include Continuous Service with any new local council as a result of any future amalgamation.

#### **7.17.5. Requirements on Termination of Employment**

Employees are required to return by close of business on the date of termination:

- documents in their possession or control relating in any way to any trade secret, intellectual property, confidential information, or the business or affairs of Council or any Council related entity; and
- all property and equipment belonging to Council.

Council may require Employees to provide a statutory declaration establishing their compliance with these requirements.



## **7.18. PERFORMANCE AND SALARY REVIEW**

An annual performance appraisal and work plan will be completed for all full time and part time Employees in October of each year.

The review will be confidential and shall be conducted in accordance with the Employer's performance review processes and procedures.

### **Advancement within a Level (e.g. Level 4A to Level 4B):**

Employees shall be entitled to advancement to the next incremental pay point within a classification level if they can demonstrate that they have, during the preceding twelve (12) months:

- gained new or improved skills through additional training, or education required by Council or experience on the job which are being used to a satisfactory level;
- met or exceeded performance targets and indicators, as set out in the position description and the previous annual work plan; and
- been reliable, co-operative, committed to the Employer and have had a good attendance record (unless other substantiated circumstances exist).

The new classification, and the subsequent pay increase, shall be effective from the first full pay period after the Employee's annual review was completed.

If an Employee's performance review is not completed by the end of November for any reason, any reclassification which arises as a result of the performance review shall apply from the first full pay period in November of the year it should have been undertaken.

### **Advancement between Levels (e.g. Level 4 to Level 5):**

To be eligible for reclassification to a higher level the Employee's primary work or position will have changed significantly. For example the Employee will have taken on increased responsibilities or are undertaking significantly different duties at a higher level than those detailed in their own classification's position description.

As a general rule of thumb, an Employee would be eligible for reclassification during the performance review process if they have been undertaking higher duties for an extended period during the preceding twelve (12) month period.

## **7.19. SALARY SACRIFICE**

The Employer will offer salary sacrifice arrangements to enable staff to take advantage of appropriate packaging options, provided that such options are cost neutral to the Employer.

Any salary sacrifice arrangements will be within applicable taxation, legal and administrative guidelines and will be varied to reflect changes to these guidelines.





Employees will be entitled to review and/or vary their salary packaging arrangements by applying in writing at least one month prior to any change being implemented.

This arrangement may cease at any time at the discretion of the Employee, or at the discretion of the Employer if a cost is incurred, unless the Employee agrees to pay the cost.

Employees are strongly encouraged to seek their own independent financial advice before entering into any salary packaging arrangement.

## **7.20. REDEPLOYMENT**

Changes within the Council may give rise to an offer of redeployment. In this eventuality, an Employee will be given fourteen (14) days to consider the offer.

An Employee may use the dispute settlement procedures within this Agreement and argue that an offer of redeployment does not constitute "suitable alternative employment" as defined in the Act.

If the dispute settlement procedures find in favour of an Employee, he or she will have the right to a redundancy package in accordance with the redundancy clause contained within this Agreement.

If an employee is redeployed to a lower classified position, the employee will retain the pre-existing Salary for a period of five (5) years of their previous position.

An employee will receive payment for the difference between the employment benefits of their redeployed position and previous position, calculated on the one (1) year period immediately before redeployment of the actual period of employment.

The payment in lieu of employment benefits will be included in the salary paid to the employee for the five (5) years after redeployment.

A payment for the loss of motor vehicle usage will be as per the amounts specified in the redundancy clause of this Agreement.

## **7.21. TRANSMISSION OF BUSINESS**

In this clause:

**"Business"** includes any trade, function, process, business or occupation and includes part of any such business.

**"transmission"** includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or operation of law.

**"transmitted"** has a corresponding meaning.

Where a business or part of a business is transmitted from the Employer to another employer (in this clause, called "the transmittee") and an employee, who prior to such transmission was an employee of the Employer, becomes an employee of the transmittee, the Employer will ensure that:

- the transmittee employs the employee on terms and conditions of employment which are no less favourable than those applied to the employee's employment with the Employer, including long service leave, superannuation and are in accordance with this Agreement for a period of at least 5 years; and
- the employee will suffer no disadvantage in their remuneration or terms and conditions of employment with the transmittee, compared to those provided by the Employer.

The Employer will ensure that a transmittee:

- Will recognise the service with the Employer (or any predecessor entity) of an employee who becomes an employee of the transmittee, for all purposes;
- Will not deem the continuity of the employee's employment to have been broken by reason of the transmission;
- Will deem the period of employment which the employee has served with the Employer (or any predecessor entity) to be service of the employee with the transmittee; and
- Will not require an employee who becomes an employee of the transmittee to be subject to any probationary period with the transmittee.

An Employee who is not transferred, elects not to be transferred or cannot be redeployed and where their position is made redundant, shall be paid all redundancy entitlements provided in this Agreement.

## **7.22. REDUNDANCY**

### **7.22.1. Definition of Redundancy**

A redundancy occurs where Council has made a definite decision that Council no longer requires the job done by the Employee to be done by anyone because of operational requirements and that decision leads to a termination of the Employee's employment, except where this is due to ordinary and customary turnover of labour.



### **7.22.2. Redundancy Pay**

An Employee whose employment is terminated for reasons of redundancy shall be entitled to the same notice period as provided in the Resignation and Termination sub-clause of this Agreement.

Redundancy pay shall be calculated on the basis of five (5) weeks' pay for each completed year of Continuous Service or part thereof, or in accordance with the NES, whichever is the greater.

A payment to recognise voluntary acceptance of a targeted redundancy offer of \$5,000 (pro-rata for Part-Time Employees); Employees must not apply for alternative opportunities available at the time of redundancy to be eligible for this payment.

If the Employee has completed more than five years' Continuous Service at the date of the termination of employment and does not otherwise have an entitlement to long service leave, an ex gratia payment for prorata long service leave will be made.

The Employee may access outplacement services, funded and administered by the Council, up to a maximum amount of \$1,000.

No cap on redundancy severance pay.

If the Employee has the use of a motor vehicle the Employee will receive a payment of:

- Full Private Use: (Purchase Price x 0.27) + \$3,500
- Limited Private Use: 80% of (Purchase Price x 0.27) + \$3,500
- Commuter Use: \$3,500

### **7.22.3 Employee leaving during notice**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice.

### **7.22.4 Time off during notice period**

An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of



the Council, produce proof of attendance at an interview, job search activity or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

#### **7.22.5. Exemption to Pay Redundancy Pay**

To the extent permissible by law, there is no requirement for Council to pay redundancy pay to any Employee where there is not a redundancy situation, or to Employees:

- who resign from their employment with Council;
- where their employment is terminated as a consequence of performance, conduct or capacity;
- who are engaged as Casual Employees;
- who are engaged as Temporary Employees;
- with Continuous Service with Council of less than twelve (12) months; and
- where Council obtains acceptable alternative employment for them.



## **8. LEAVE ARRANGEMENTS**

### **8.1. ANNUAL LEAVE**

#### **8.1.1. Eligibility**

This clause applies to Employees, other than casual Employees.

#### **8.1.2. Entitlement to Annual Leave**

For each year of service with the Employer, an Employee is entitled to four (4) weeks of paid annual leave. The entitlement is calculated on a pro-rata basis for part-time Employees.

An Employee who works a roster which includes weekend work and who is regularly rostered to work on Sundays and public holidays is entitled to five (5) weeks of paid annual leave per year.

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

If an Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to the time when the employment ends.

Annual leave entitlements do not accrue whilst an Employee is absent from work on unpaid leave.

#### **8.1.3. Taking Annual Leave**

Annual leave may be taken for a period agreed between an Employee and his or her Employer.

The Employer must not unreasonably refuse to agree to a request by the Employee to take annual leave.

Upon an Employee making written application to the Employer for annual leave the Employer will receive a return notice informing them of the Employer's approval and the balance of leave that may be available.

The annual leave balance held by an Employee at any time is not to exceed 8 weeks unless otherwise agreed in writing by the General Manager.



The Employer may direct the Employee to take annual leave for any amounts in excess of 8 weeks. The Employer will provide the Employee at least one month's written notice that excessive leave is to be taken.

#### **8.1.4. Employee Not Taken to be on Annual Leave at Certain Times**

If the period during which an Employee takes paid annual leave includes a day that is a public holiday, the Employee is taken not to be on paid annual leave on that public holiday.

If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment under the Community Service Leave clause, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

An Employee who, during any period of annual leave, suffers illness or injury will, upon production of a certificate confirming the illness or injury and signed by a duly qualified medical practitioner, have the time treated as personal leave and have the appropriate amount of leave added to their annual leave balance and deducted from their personal leave balance.

#### **8.1.5. Payment for Annual Leave**

If, in accordance with this clause, an Employee takes a period of paid annual leave, the Employer must pay the Employee at the Employee's Base Rate of Pay for the Employee's ordinary hours of work in the period.

This amount may be prepaid in multiples of one fortnight upon prior written notification.

Where employment ends and the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee if the Employee had taken that period of annual leave.

#### **8.1.6. Leave in Advance**

An Employee may agree with their Employer to take annual leave in advance of entitlement.

The Employer 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.



#### **8.1.7. Annual Leave Loading**

Employees eligible for annual leave will also be entitled to annual leave loading, which will be paid at the rate of 17.5% of the Employee's Base Rate of Pay.

Annual leave loading will be paid in the last full pay period in November of each year.

The maximum amount of annual leave loading payable from the 1 July 2022 to each Employee in that year of service shall not exceed \$1,050.00. This cap on the maximum amount of annual leave loading payable will be increased in the first full pay period after 1 July 2023 and each year in line with the wage increases clause of this Agreement.

Where employment ends and the Employee has annual leave loading which has not been paid, the Employer must pay the Employee the full amount which has not yet been paid.

#### **8.1.8. Cashing Out of Annual Leave**

Council encourages Employees to regularly utilise their entitlement to annual leave, however, Council and an Employee may agree in writing to the cashing out of a particular amount of accrued annual leave.

Each cashing out of any accrued annual leave entitlement must be made by the making of a separate agreement.

An agreement under this sub-clause must state:

- the amount of annual leave to be cashed out;
- the payment to be made to the Employee for the period of annual leave being cashed out; and
- the date on which the payment is to be made.

Each agreement must be signed by Council and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

The Employer must keep a copy of any agreement under this sub-clause on the Employee's personnel file.



## **8.2. PERSONAL / CARER'S LEAVE**

### **8.2.1. Eligibility**

The clause applies to Employees, except casual Employees.

Entitlements will be calculated on a pro-rata basis for part-time Employees.

### **8.2.2. Taking Paid Personal / Carer's Leave**

An Employee may take paid personal / carer's leave:

- because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
- to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
  - a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.

The notice and evidence requirements must be complied with.

### **8.2.3. Notice Requirements**

An Employee must give his or her Employer notice of the taking of leave under this clause.

The notice:

- must be given to the Employer as soon as is reasonably practicable (which may be a time after the leave has started) but the Employee will inform the Employer within 24 hours of the commencement of such absence; and
- must advise the Employer of the period, or expected period, of the leave.

### **8.2.4. Evidence Requirements**

An Employee may access up to 5 days (for full-time Employees – prorata for part-time Employees) per year (1 July to 30 June) without producing a medical certificate, pharmacy issued certificate or online doctors' medical certificate, however any period taken of more than two (2) consecutive business days requires a medical certificate, pharmacy issued certificate or online doctors' medical certificate.





In addition to the above, statutory declarations for two (2) single days may be presented in each financial year.

For any further leave taken, a medical certificate, pharmacy issued certificate or online doctors' medical certificate is required.

The evidence for carer's leave must state the relationship of the person being cared for to the Employee.

In exceptional circumstances, these requirements may be varied at the discretion of the relevant departmental manager.

#### **8.2.5. Compliance**

An Employee is not entitled to take leave under this clause unless the Employee complies with the notice and evidence requirements.

Personal information given to an Employer under this section may be regulated under the Privacy Act 1988.

#### **8.2.6. Entitlement**

The entitlement to paid personal / carer's leave for an Employee, other than a casual Employee, is 10 days per year. Part time Employees receive a pro-rata entitlement to paid personal / carer's leave.

An Employee's entitlement to paid Personal / Carer's leave accrues progressively during each year of service and accumulates from year to year.

Personal / carer's leave continues to accrue when an Employee takes a period of paid personal / carer's leave or paid annual leave. Personal / carer's leave and compassionate leave will not accrue on unpaid leave unless it is community service leave.

#### **8.2.7. Employee Not on Paid Personal / Carer's Leave on Public Holiday**

If the period during which an Employee takes paid personal / carer's leave includes a day or part day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal / carer's leave on that public holiday.



#### **8.2.8. Payment for paid personal / carer's leave**

If, in accordance with this sub-clause, an Employee takes a period of paid personal / carer's leave, the Employer must pay the Employee at the Employee's Base Rate of Pay for the Employee's ordinary hours of work in the period.

#### **8.2.9. Unpaid carer's leave**

An Employee is entitled to two (2) days of unpaid carer's leave for each Permissible Occasion when a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency affecting the member.

An Employee may take unpaid carer's leave for a Permissible Occasion if the leave is taken to provide care or support as mentioned above.

An Employee may take unpaid carer's leave for a particular Permissible Occasion as:

- a single continuous period of up to 2 (two) days; or
- any separate periods to which the Employee and his or her Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal / carer's leave.

Personal / carer's leave entitlements do not accrue whilst an Employee is absent from work on unpaid leave.

The notice and evidence requirements must be complied with.

Subject to evidentiary and notice requirements, casual Employees are entitled to not be available to attend work, or to leave work, in cases where a permanent Employee could qualify for personal / carer's leave.

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

The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

The Employee may elect, with the consent of their Employer, to work make-up time, under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

### **8.3. COMPASSIONATE LEAVE**

#### **8.3.1. Eligibility**

This clause applies to Employees, other than casual Employees.

#### **8.3.2. Entitlement to Compassionate Leave**

An Employee is entitled to three (3) days of compassionate leave for each Permissible Occasion when a member of the Employee's Immediate Family, or a member of the Employee's household:

- contracts or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

A further two (2) days of compassionate leave, for a total of five (5) days for each Permissible Occasion, will be granted in situations where interstate or international travel is required for the purposes of this clause.

In order to be eligible for the additional two (2) days of compassionate leave the Employee may be required to provide evidence of the interstate or international travel, to the satisfaction of the General Manager.

#### **8.3.3. Taking Compassionate Leave**

An Employee may take compassionate leave for a particular Permissible

Occasion as:

- consecutive days;
- separate periods of individual days; or
- any separate periods to which the Employee and his or her Employer agree.

If the Permissible Occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Council may request the provision of evidence which would satisfy a reasonable person that the absence is permissible under this clause, such as a medical certificate, statutory declaration, death certificate or death notice from a local newspaper.



#### **8.3.4. Payment for Compassionate Leave**

If, in accordance with this sub-clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at their ordinary Base Rate of Pay for the ordinary hours of work in that period.

Where an Employee has exhausted all compassionate leave entitlements, and other accumulated leave entitlements, the Employee is entitled to take unpaid compassionate leave. The Employer and Employee should agree on the length of unpaid leave. In the absence of agreement, an Employee is entitled to take up to 3 days unpaid leave, provided the notice and evidence requirements are met.

For casual Employees, compassionate leave is unpaid leave.

### **8.4. LONG SERVICE LEAVE**

#### **8.4.1. Entitlements to Long Service Leave**

An Employee's entitlement to Long Service Leave is as per the *Local Government (Building and Miscellaneous Provisions) Act 1993*, unless the terms of this Agreement are more favourable.

An Employee who completes at least seven (7) years' of continuous employment as an Employee of one or more councils is entitled to be granted a period of long service leave pro-rata. An Employee's entitlement to long service leave will be calculated based on the actual ordinary hours worked by the employee during the accrual period. An employee who has worked ten (10) years full time, without a break in service, will be entitled to ninety (90) days for the initial ten (10) years of employment and nine (9) days per year of completed service thereafter.

Employees who have worked other than full time for part or all of their employment or have had a break in their service (e.g. unpaid leave), will have their long service leave entitlement calculated on a pro rata basis.

Any period of long service leave granted to an Employee consists of the appropriate number of consecutive days, inclusive of any Saturdays, Sundays, RDO's or public holidays occurring during the period.

Long service leave may be taken in periods of not less than seven (7) consecutive days unless otherwise approved by the General Manager.

An Employee who becomes entitled to long service leave may be directed to commence the leave within six (6) months of providing written notice of this requirement. An Employee who



fails or refuses to comply with this request is taken to have forfeited all rights and privileges under this clause up to the date of the notice.

An Employee who has accrued long service leave shall have the option of varying the manner in which payment for such leave can be made as follows:

- leave debited at ordinary time with ordinary pay (i.e. 90 days leave taken at ordinary rate over 90 days);
- leave debited at double time with double the ordinary pay (i.e. 90 days leave at double the ordinary rate over 45 days); or
- leave debited at half time with half the ordinary pay (i.e. 90 days leave at half the ordinary rate over 180 days).

It is generally expected that an Employee will take their long service leave within three (3) years of it being accrued. An Employee may make a written application to extend this period, including the reasons for the request and the anticipated date on which long service leave will be taken, to the General Manager at least six (6) months in advance of that anniversary.

#### **8.4.2. Length of Employment**

For the purposes of this clause, the length of employment is to be calculated from the commencement of Continuous Service as an Employee of one or more councils, and includes –

- any period of employment in a temporary capacity or probation;
- any period of absence on leave, with or without pay; and
- any period of absence on leave for the purpose of serving as a member of any of Australia's defence forces.

If any Employee is granted a period of long service leave, whether with or without pay, for any period of or exceeding 90 days, that period is not included as part of the period of employment for the purpose of calculating the long service leave, but that leave is not to be taken as breaking the continuity of employment.

If an Employee has held any permanent office in another council, and has accepted an office or position in a council directly from the other office, the length of employment is to be calculated from the date on which the Employee was permanently appointed to the other office.

Any long service leave granted to an Employee while in the employment of the first-mentioned council is taken to have been granted under this section.



#### **8.4.3. Apportionment of Expenses Between Councils**

If the Council pays any Salary, wages or allowances, it may recover from any other council in whose employment an Employee has served, a part of the Salary, wages or allowances that is proportionate to the period of employment which constitutes the Employee's qualification to receive the payment.

If an Employee becomes entitled to a period of long service leave and has not been paid the entitlement, the obligation of another council is to be calculated as if the Salary, wages or allowance has been paid at the rate at which they would have been paid if the Employee had taken the leave as soon as they became entitled to it.

#### **8.4.4. Retirement**

If an Employee, after completing at least 10 years' continuous employment:

- retires from employment because of sickness or old age; or
- is compulsorily retired because of age, the position has been abolished or their services have become unnecessary,

the Employee is entitled to pro-rata long service leave.

If a person, after taking leave of absence as above, again becomes an Employee, the person is taken:

- to have completed 10 years of employment on the day before the person again becomes an Employee, and
- to have taken all leave to which the person is entitled under this clause.

#### **8.4.5. Allowance**

If an Employee who is entitled to leave of absence:

- dies;
- retires from employment because of sickness or old age; or
- is compulsorily retired because of age the position has been abolished or their services have become unnecessary.

without having taken any of the long service leave to which the person is entitled, the Employee, or their personal representative is entitled to an allowance calculated as below.

The allowance payable under this section is an allowance equal to the Salary that would be payable for the period of long service leave to which the Employee is entitled immediately before retirement or death.



#### **8.4.6. Salary in Advance**

An Employee who is granted a period of long service leave may be paid Salary or wages in advance for a period equivalent to that period.

#### **8.4.7. Ex-gratia Pro rata Payments on Resignation or Retirement**

Where an Employee has completed at least 7 years of continuous employment with Central Highlands Council, an ex-gratia pro rata payment based on completed years of service is to apply, that is:

- 7 years' service = 70%;
- 8 years' service = 80%; and
- 9 years' service = 90%

of the payment that would have been due to the Employee had the full 90 days have been entitled at the date of resignation.

Where an Employee has completed less than 10 years' service since the last completed period of employment entitling the Employee to 90 days long service leave, an ex gratia pro rata payment is to apply, e.g. 13.75 years' Continuous Service = 37.5% of the payment that would have been entitled at the date of resignation.

No payment will be made under this section where the Employee resigns to take up a position with another Employer who would recognise the Employee's service with Central Highlands Council for the purpose of calculating any future long service leave entitlement for the Employee.

#### **8.4.8. Preservation of Other Rights**

Any period of long service leave to which an Employee is entitled is in addition to any annual leave or sick leave to which the Employee may be entitled.

The period during which an Employee is absent on long service leave:

- is to be included as part of the Employee's period of employment; and
- is taken into account for the purposes of:
  - determining the Salary payable on return to duty, and
  - any annual leave or sick leave to which the Employee is entitled.



#### **8.4.9. Paid Employment on Leave Prohibited**

An Employee, without the consent of the General Manager, must not while absent on long service leave:

- engage in any business or undertaking, whether as principal or agent, or
- engage in the private practice of any profession, or
- accept, or engage in, any paid employment.

If an Employee contravenes the above, the Council, by notice in writing may:

- direct the Employee to return to duty, within the period specified on the notice, or
- require the Employee, within the period specified in the notice, to refund such part of any Salary or wages paid in advance not exceeding the Salary or wages for a period equivalent to the then unexpired portion of the long service leave as specified in the notice.

Any sum that is required to be refunded by an Employee is a debt due to the Council.

If an Employee is recalled to duty as above, the Employee is taken to have forfeited all rights and privileges in regard to entitlements up to the date upon which the Employee returns to duty.

The provisions of this section do not prejudice or affect any punishment or penalty which may be imposed on an Employee under any other enactment.

### **8.5. COMMUNITY SERVICE LEAVE**

#### **8.5.1. Overview**

Entitlements to community service leave are in accordance with the NES.

Community service leave provides Employees with a right to be absent from work to engage in prescribed community service activities, such as emergency service duties and jury service.

#### **8.5.2. Eligibility**

This clause applies to Employees, including casual Employees.





### **8.5.3. Entitlement**

There is no set limit on the amount of community service leave an Employee is entitled to.

An Employee is entitled to be absent from their employment:

- for the time that the Employee is engaged in the Eligible Community Service Activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity; and
- if the absence is reasonable in all the circumstances (jury service is taken to always be reasonable).

Community service leave under this Agreement is unpaid, except in relation to jury service where an Employee (other than a casual) is entitled to 'make-up pay' for the first 10 days that the Employee is absent for a period of jury service.

Make-up pay is the difference between any jury service pay the Employee receives (excluding any expense-related allowances) and the Employee's Base Rate of Pay for the ordinary hours they would have worked.

### **8.5.4. Notice and Evidence Requirements**

An Employee intending for an absence to be covered by community service leave must give the Employer:

- notice of the absence as soon practicable;
- the period or expected period of absence; and
- Council may require an Employee who has given notice of taking community service leave to provide evidence that would satisfy a reasonable person that the Employee is engaged in an Eligible Community Service Activity.

In the case of jury service the Employee may be required to provide evidence that would satisfy a reasonable person:

- that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
- the total amount of jury service pay that has been paid, or is payable, to the Employee for the period (even if there was no jury service payment).

### **8.5.5. Recognised Emergency Management Bodies**

A recognised emergency management body is:

- a body or part of a body, that has a role or function under a plan that:
- is for coping with emergencies and/or disasters;



- is prepared by the Commonwealth, a State or a Territory;
- a fire-fighting, civil defence or rescue body, or part of such a body;
- any other body, or part of a body, which substantially involves:
- securing the safety of persons or animals in an emergency or natural disaster;
- protecting property in an emergency or natural disaster;
- otherwise responding to an emergency or natural disaster.

This would include bodies such as the State Emergency Service (SES), Country Fire Authority (CFA) or the RSPCA (in respect of animal rescue).

## **8.6. PARENTAL LEAVE AND RELATED ENTITLEMENTS**

In addition to the unpaid entitlements consistent with the NES outlined below, paid parental leave up to a maximum of \$400 per week being the difference between the Federal Government parental leave pay and the Employees ordinary week salary will be paid to a Primary Carer for a period of six weeks.

The Employer will pay the employee the Superannuation Guarantee Levy on Council's contribution as above.

### **8.6.1. Overview**

Entitlements to parental leave are in accordance with the NES.

Parental leave provisions include birth-related leave and adoption-related leave, and also recognise same sex de facto relationships.

### **8.6.2. Eligibility**

All Employees in Australia are eligible for unpaid parental leave if they have completed at least 12 months of Continuous Service with their Employer.

This includes casual Employees, but only if:

- they have been employed by the Employer on a regular and systematic basis for a sequence of periods over at least 12 months; and
- had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.



### **8.6.3. Entitlement**

Each eligible member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. However, if only one person is taking leave, or if one member of an Employee couple wishes to take more than 12 months leave, the Employee may request a further period of up to 12 months, from their Employer.

An 'Employee couple' is where two Employees (not necessarily of the same Employer) are in a spousal or de facto relationship.

Parental leave is only available to Employees who have or will have responsibility for the care of a child.

The leave must be associated with:

- the birth of a child to the Employee, the Employee's spouse, or the Employee's de facto partner; or
- the placement of a child under 16 with the Employee for adoption.

An Employee's 'de facto partner' is defined as a person who, although not legally married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis. Former de facto partners are also included.

The Fair Work Act 2009 ensures that same sex de facto relationships are recognised for unpaid parental leave entitlements. This means that the same sex de facto partner of either a person who gives birth or a biological parent may be eligible to take unpaid birth-related leave.

### **8.6.4. Rules for Taking Unpaid Parental Leave**

There are different rules for taking unpaid parental leave, depending on:

- if one Employee takes leave; or
- if both members of an Employee couple take leave.

#### **One Employee taking unpaid parental leave:**

The following rules apply where one Employee (or only one member of an Employee couple) takes leave:

- Leave must be taken in a single continuous period (paid leave, such as annual leave, may be taken at the same time).
- In the case of a pregnant Employee, leave can start up to six weeks before the expected date of birth, or earlier if the Employer and Employee agree. If the Employee is not giving birth to the child, leave starts on the date of birth or placement of the child.



- Leave may start at any time within 12 months after the birth or placement of the child if:
  - the Employee has a spouse or de facto partner who is not an Employee; and
  - the spouse or de facto partner has responsibility for the care of the child.

### **Both members of an Employee couple taking leave:**

The following rules apply to an Employee couple if both Employees take unpaid parental leave:

- The Employees are entitled to no more than 24 months of leave between them, which generally must be taken separately in a single continuous period.
- If the Employee who takes leave first is pregnant or gives birth, they may start their leave up to 6 weeks before the expected date of birth, or earlier if the Employer and Employee agree.
- If the Employee who takes leave first is not pregnant, their leave must start on the date of birth or placement of a child.
- Both Employees of an Employee couple may take leave at the same time for a maximum period of 8 weeks. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods. Each period must be no shorter than 2 weeks unless the Employer agrees.
- Concurrent leave is unpaid parental leave and is deducted from an Employee's unpaid parental leave entitlement of 12 months.
- Paid leave, such as annual leave, may be taken at the same time as unpaid parental leave.

### **8.6.5. Extending Unpaid Parental Leave**

An Employee taking 12 months parental leave may request an extension of a further 12 months leave (up to 24 months in total), unless they are a member of an Employee couple and the other member has already taken 12 months of leave.

The request must be in writing and given to the Employer at least four weeks before the end of the Employee's initial period of parental leave. The Employer must respond in writing within 21 days, stating whether they grant or refuse the request. They may only refuse if they have given the Employee a reasonable opportunity to discuss their request, and there are reasonable business grounds to do so. If a request is refused, the written response must include details of the Employer's reasons.

The NES do not define 'reasonable business grounds' for refusing a request, but relevant factors may include:

- the effect on the workplace (e.g. the impact on finances, efficiency, productivity, customer service);



- the inability to manage the workload among existing staff; or
- the inability to recruit a replacement Employee.

#### **8.6.6. Requirement to Take Leave Within Six Weeks Before Birth**

A pregnant Employee wanting to work the six weeks before birth may be asked by the Employer to provide a medical certificate containing the following:

- a statement of whether the Employee is fit for work;
- if the Employee is fit for work, a statement of whether it is inadvisable for the Employee to continue in her present position because of:
  - illness or risks arising out of the Employee's pregnancy; or
  - hazards connected with the position.

The Employer may require the Employee to take a period of unpaid parental leave as soon as possible if the Employee:

- fails to provide the requested medical certificate within seven days of the request; or
- provides a certificate within seven days stating that they are not fit for work.

This form of directed leave runs until the end of the pregnancy or until the planned leave was due to start, and is deducted from the Employee's unpaid parental leave entitlement. It is exempt from the rules about when the leave must start, that it be taken in a continuous period, and notice requirements.

#### **8.6.7. Notice and Evidence Requirements**

An Employee is not entitled to take unpaid parental leave unless they:

- inform their Employer of their intention to take unpaid parental leave by giving at least ten (10) weeks written notice (unless it is not possible to do so);
- specify the intended start and end dates of the leave;
- at least four (4) weeks before the intended start date:
  - confirm the intended start and end dates; or
  - advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).

Where concurrent leave is to be taken in separate periods, these notice requirements apply to the first period of that leave. For second and subsequent periods, the Employee must provide the Employer with four (4) weeks' notice.

An Employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child (e.g. a medical certificate), or the day or expected day of placement of a child under 16.



### **8.6.8. Other Related Entitlements**

#### **Where there is a stillbirth or infant death:**

An eligible pregnant Employee can reduce or cancel their period of unpaid birth-related parental leave if their pregnancy ends due to their child being stillborn, or if their child dies after birth.

In the case of a stillbirth or infant death:

- if the Employee or Employer gives written notice to the other party cancelling the leave before leave starts, the Employee won't be entitled to unpaid parental leave (under these circumstances, if the pregnant Employee is not fit for work, she may be entitled to paid personal leave or unpaid special maternity leave);
- if the Employee gives written notice cancelling the leave after leave starts, they may return to work within 4 weeks of giving notice to the Employer;
- an Employer may also request the Employee to return to work on a specified day after leave starts, but has to provide at least 6 weeks' notice to the Employee.

Whether leave is cancelled or reduced, the Employee's entitlement to unpaid parental leave ends immediately before the day they are specified to return to work. These provisions don't limit the Employer or Employee agreeing to reduce the period of unpaid parental leave once it has started, should an agreement be reached.

#### **Unpaid special maternity leave:**

An eligible pregnant Employee is entitled to take unpaid special maternity leave if the Employee is not fit for work because of:

- a pregnancy-related illness; or
- the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.

An Employee must give their Employer notice they are taking unpaid special maternity leave as soon as possible (which may be after the leave has started), and the expected period of leave.

An Employer may require evidence that would satisfy a reasonable person (e.g. a medical certificate).

The entitlement to unpaid parental leave is not reduced by the amount of any unpaid special maternity leave taken by the Employee while they are pregnant.

#### **Transfer to a safe job or 'no safe job leave':**

A pregnant Employee has an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:



- the same ordinary hours of work as the Employee's present position; or
- a different number of ordinary hours agreed to by the Employee.

This entitlement applies if the Employee has provided evidence (e.g. a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:

- illness or risks arising out of the pregnancy or
- hazards connected with that position.

If this requirement is met and there is an appropriate safe job available, the Employee must be transferred to that job for the risk period, with no other change to the Employee's terms and conditions of employment.

The Employer must pay the Employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

If there is no appropriate safe job available, and the Employee is entitled to unpaid parental leave then the Employee is entitled to take paid 'no safe job leave' for the risk period, and be paid at their Base Rate of Pay for ordinary hours of work during the risk period.

If there is no appropriate safe job available, and the Employee is not entitled to unpaid parental leave then the Employee is entitled to take unpaid 'no safe job leave' for the risk period.

If an Employee is on paid no safe job leave during the six week period before the expected date of birth, the Employer may ask the Employee to give the Employer a medical certificate stating whether they are fit for work.

The Employer may require the Employee to take a period of unpaid parental leave, if they are eligible, as soon as practical if:

- the Employee does not give the Employer a medical certificate within seven days after the request; or
- within seven days after the request, the Employee provides a certificate stating they are not fit for work.

The no safe job leave ends when the period of unpaid parental leave starts.

#### **Consultation requirements on unpaid parental leave:**

Employees on unpaid parental leave are entitled to be kept informed of decisions by their Employer that will have a significant effect on the status, pay or location of their pre-parental leave position. The Employer must take all reasonable steps to give the Employee information about (and an opportunity to discuss) the effect of any such decisions on the Employee's position.



The Employee's pre-parental leave position is the position they held before starting the unpaid parental leave, or the position they held before they were transferred to a safe job or reduced their hours due to the pregnancy.

**Return to work guarantee:**

An Employee is guaranteed to return to work immediately following a period of unpaid parental leave, entitling them to:

- their pre-parental leave position; or
- if that position no longer exists, an available position for which they are qualified and suited, which is nearest in status and pay to their pre-parental leave position.

Before engaging an Employee to perform the work of the Employee on leave, the Employer is required to notify the replacement Employee:

- that their engagement is temporary;
- that the Employee on leave has a guarantee to return to work when their unpaid parental leave ends;
- the rights of the Employee on leave in the case of a stillbirth or infant death; and
- the rights of the Employee on leave in the case where they cease to have responsibility for the care of the child.

**Keeping in touch days:**

The Paid Parental Leave Act 2010 makes provision for keeping in touch days. A keeping in touch day is when an Employee performs work for the Employer on a day or part of a day while on a period of approved leave.

Such a day (or part of a day) will be considered a keeping in touch day if:

- the purpose of performing work is to enable the Employee to keep in touch with their employment (this will also assist when the Employee returns to work once their leave has ended);
- both the Employee and the Employer consent to the Employee performing specific work on that day;
- the day is not within 42 days of the date of birth or placement of the child to which the period of leave relates (if requested by the Employer);
- the day is not within 14 days of the date of birth or placement of the child to which the period of leave relates (if requested by the Employee);
- the Employee has not already performed 10 days of work during the period of leave that were keeping in touch days.

An Employee who performs work on a keeping in touch day is entitled to payment from their Employer in accordance with the relevant contract of employment or industrial instrument.





A keeping in touch day will not break the single continuous period of unpaid parental leave under the NES.

### **Unpaid pre-adoption leave:**

All Employees (regardless of their length of service) are entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child.

This leave may be taken as:

- a single continuous period of up to two days; or
- any separate periods to which the Employee and Employer agree.

An Employer may, however, direct an Employee to take another form of leave (e.g. paid annual leave) before accessing their unpaid pre-adoption leave entitlement.

An Employee must give their Employer notice they are taking unpaid preadoption leave and the expected duration as soon as possible (which may be after the leave has started) and, if required, evidence that would satisfy a reasonable person.

## **8.7. FAMILY OR DOMESTIC VIOLENCE LEAVE**

### **8.7.1. General Principles**

Council recognises that Employees sometimes experience violence or abuse in their personal life that may affect their attendance or performance at work. Council is committed to providing support to staff who experience family and domestic violence.

Understanding the traumatic nature of family and domestic violence Council will support their Employee if they have difficulties performing tasks at work. No detrimental action will be taken against an Employee on the basis that they have accessed Family and Domestic Violence Leave.

### **8.7.2. Definition of Family and Domestic Violence**

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).

For the avoidance of doubt, this definition includes behaviour that:

- is physically or sexually abusive; or

- is emotionally or psychologically abusive; or
- is economically abusive; or
- is threatening; or
- is coercive; or
- in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### **8.7.3. Family and Domestic Violence Leave**

An Employee, who is the victim of family and domestic violence is entitled to ten days per year, non-cumulative, of paid family and domestic violence leave for the purpose of:

- attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- relocation or making other safety arrangements; or
- other activities associated with the experience of family and domestic violence.

A request for additional paid leave whereby the ten days per year has been exhausted will be considered at the discretion of the General Manager.

In addition, an Employee who provides support to a member of their Immediate Family who is experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:

- accompanying that person to legal proceedings, counselling, or appointments with a medical or legal practitioner;
- assisting with relocation or other safety arrangements; or
- other activities associated with the family and domestic violence including caring for children.

All of the provisions above will apply equally to a part time or casual Employee calculated in accordance with any regular pattern of work.

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

Upon exhaustion of the leave entitlement in this clause Employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.



#### **8.7.4. Notice and Evidentiary Requirements**

The Employee shall give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the Employer, 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.

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.

#### **8.7.5. Individual Support**

In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, Council will approve any reasonable request, from an Employee who is experiencing family and domestic violence for:

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

An Employee experiencing family violence will be offered a referral to the appropriate resource and/or other local resources. The resources shall include professionals trained specifically in family violence.

An Employee that discloses to their manager or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

### **8.8. PUBLIC HOLIDAYS**

#### **8.8.1. Eligibility**

This clause applies to Employees, other than casual Employees.



### **8.8.2. Definition**

A Public Holiday means:

- New Year's Day;
- Australia Day;
- Hobart Regatta Day;
- Eight Hour Day;
- Good Friday;
- Easter Monday;
- Easter Tuesday;
- Anzac Day;
- King's Birthday;
- Hobart Show Day;
- Christmas Day;
- Boxing Day; or
- Any other day or part of a day that may be deemed to be an applicable statutory holiday for Council by the application of the Statutory Holidays Act 2000 (Tas.).

### **8.8.3. Payment for Public Holidays**

An Employee, other than a Casual Employee, who is not required to work his or her ordinary hours of work on a Public Holiday, is entitled to be paid his or her Ordinary Rate for that day.

A Part-Time Employee whose ordinary hours of work do not fall on a Public Holiday is not entitled to be paid for that day.

Where an Employee is required to work on a Public Holiday they will be paid at the rate of double time and a half for the actual hours worked.

Where an Employee is required to work on the observed public holiday they will be paid at the rate of double time and a half for the actual hours worked.

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

The Employer and Employee may agree to substitute a Public Holiday with an alternative day.

### **8.9. LEAVE WITHOUT PAY**

Leave without pay will only be granted to an Employee in exceptional circumstances such as the serious illness of an Immediate Family member and subject to the Employee having no other leave entitlements.



#### **8.10. PANDEMIC LEAVE**

This clause applies to public health advice leave during a declared pandemic.

During a declared pandemic an employee may use their annual leave, sick leave, TOIL or long service leave for up to 15 days. Employees without any leave entitlements may discuss options with the General Manager.



## **9. OTHER MATTERS**

### **9.1. SERVICE RECOGNITION**

Service recognition is aimed at thanking and recognising Employees for their significant service to Council.

Employees who have completed five (5) years service will be formally recognised by Council.

Employees will receive a gift voucher for the value of \$250.00 on the completion of five (5) years service, and a further \$250.00 voucher on the completion of each subsequent five (5) years of service.

Service Recognition and the presentation of Vouchers will occur in December.

Trainees hired through a group training arrangement or similar where Council is the host employer will be included in the service recognition programme.

### **9.2 HEALTH & WELLBEING PROGRAM**

Council recognises the importance of healthy workers and the ongoing benefits of having a Health and Wellbeing Program in the workplace. Council will provide a Health and Wellbeing program with the following initiatives:

- Council will ensure a confidential, professional counselling service is available to help employees resolve personal or work related matters, this service known as, (EAP) Employee Assistance Program will be made available to all Council Employees;
- Council will contribute \$299 per employee per financial year (pro rata) towards the costs of a health-related membership, activity or equipment. Examples include, gym, golf or tennis membership, national parks pass, recreational license, dance classes, activities to assist employees quit smoking, weight loss, relaxation massages, purchase of health equipment such as a treadmill, rowing machine, footwear and related clothing, skin cancer detection, family member vaccinations (Influenza).
- Whether the health-related membership, activity or equipment qualifies under this Health and Wellbeing Program will be at the discretion of the General Manager and reimbursement of costs will be upon proof of purchase (per financial year).
- This Health and Wellbeing Program will operate for the life of the Agreement.



### **9.3 INFLUENZA IMMUNISATIONS**

Council will provide influenza immunisations to Employees at no cost on an annual basis.

The immunisations will be provided on a day and time nominated by Council for Employees who wish to receive this immunisation.

### **9.4 UNIFORM ALLOWANCE**

Council understands and values the contribution of Employees to the image the Council presents to all stakeholders, and therefore Council will provide an annual corporate uniform allocation for Indoor staff (other than Casual Employees).

Upon a new Employee (indoor only) completing their probation period they will receive the Uniform Allowance as stated in Appendix 2 (allowance is not subject to pro rata for Part-Time Employees) to purchase new uniform from an approved uniform company.

The Uniform Allowance rate as stated in Appendix 2 (allowance is not subject to pro rata for Part-Time Employees) will be payable to Employees (indoor only) at the first full pay period after 1 July each year.

The Uniform Allowance rate in Appendix 2 will be increased in the first full pay period after 1 July each year in line with the remuneration increases in the Wage Increases clause of this Agreement.

Depot Employees will receive Council uniform as per PPE requirements.



## 10. APPENDICES

### APPENDIX 1 PAY RATES

All rates will be increased in the first full pay period after 1 July each year in line with the remuneration increases in the Wage Increases clause of this Agreement.

The rates shown below are the minimum rates payable in respect of this Agreement.

It is recognised that some Employees at Council at the time of entering into this Agreement were receiving wages in excess of these minimum levels. Those Employees shall continue to receive salary increases on their current salary in line with the Wage Increases clause of this Agreement and the introduction of this salary table shall have no effect on those Employee's salary rates.

Per Year	First Full Pay Period on or After		
	1 July 2022 Fixed rate of 6%	1 July 2023 3.5% or CPI	1 July 2024 Fixed rate of 4.5%
Level 3A	\$50,620.65	\$54,113.47	\$56,548.58
Level 3B	\$51,237.98	\$54,773.40	\$57,238.21
Level 3C	\$51,855.31	\$55,433.32	\$57,927.82
Level 4A	\$52,472.63	\$56,093.24	\$58,617.44
Level 4B	\$53,707.27	\$57,413.08	\$59,996.66
Level 4C	\$54,941.93	\$58,732.92	\$61,375.91
Level 5A	\$56,176.58	\$60,052.76	\$62,755.13
Level 5B	\$58,337.22	\$62,362.48	\$65,168.80
Level 5C	\$60,497.86	\$64,672.21	\$67,582.46
Level 6A	\$61,732.50	\$65,992.05	\$68,961.69
Level 6B	\$63,584.48	\$67,971.81	\$71,030.54
Level 6C	\$65,436.46	\$69,951.58	\$73,099.40
Level 7A	\$66,671.11	\$71,271.41	\$74,478.63
Level 7B	\$68,523.09	\$73,251.18	\$76,547.48
Level 7C	\$70,375.05	\$75,230.93	\$78,616.32
Level 8A	\$71,609.71	\$76,550.78	\$79,995.56
Level 8B	\$73,461.68	\$78,530.53	\$82,064.41
Level 8C	\$75,313.66	\$80,510.30	\$84,133.26
Level 9A	\$76,548.31	\$81,830.15	\$85,512.50
Level 9B	\$78,400.28	\$83,809.90	\$87,581.35
Level 9C	\$80,252.26	\$85,789.67	\$89,650.20
Level 10A	\$81,075.28	\$86,669.48	\$90,569.60
Level 10B	\$84,375.28	\$90,197.18	\$94,256.05
Level 10C	\$87,675.28	\$93,724.88	\$97,942.50
Level 11A	\$91,427.55	\$97,736.06	\$102,134.19
Level 11B	\$95,327.55	\$101,905.15	\$106,490.88
Level 11C	\$99,227.55	\$106,074.25	\$110,847.59





## APPENDIX 2 ALLOWANCES

All rates will be increased in the first full pay period after 1 July each year in line with the wage increases clause of this Agreement.

The rates shown below are the minimum rates payable in respect of this Agreement.

### 7.6 ON CALL ALLOWANCE

Per Week	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
	\$249.10	\$266.29	\$278.27

### 7.11 MEAL ALLOWANCE

Per Day	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
After 2 hours overtime	\$18.31	\$19.57	\$20.45
After 4 hours overtime	\$18.31	\$19.57	\$20.45

### 7.12 OBJECTIONABLE / ADVERSE CONDITIONS ALLOWANCE

Per Hour	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
Level 1	\$0.93	\$1.00	\$1.04
Level 2	\$1.36	\$1.45	\$1.52
Level 3	\$13.56	\$14.49	\$15.15

### 7.13 TOOLS AND EQUIPMENT ALLOWANCE

Per Week	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
	\$22.73	\$24.29	\$25.39

**7.14 VEHICLE ALLOWANCE**

Per Km	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
Motor Vehicle	\$0.95	\$1.02	\$1.07
Motorcycle	\$0.32	\$0.34	\$0.36

**7.15 LEADING HAND ALLOWANCE**

Per Week	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
Supervising 1 - 5	\$29.84	\$31.90	\$33.33
Supervising 6 - 15	\$40.57	\$43.37	\$45.32
Supervising over 15	\$51.39	\$54.93	\$57.41

**7.16 FIRST AID ALLOWANCE**

Per Week	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
	\$21.73	\$23.23	\$24.27

**7.17 UNIFORM ALLOWANCE**

Per Week	First Full Pay Period on or After		
	1 July 2022	1 July 2023	1 July 2024
	\$400.00	\$423.60	\$442.66



## **APPENDIX 3 CLASSIFICATIONS**

This classification structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require Employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

### **Level 3**

Level 3 covers operational Employees with relevant local government industry or equivalent experience and entry level administrative Employees.

#### **Authority and Accountability**

Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower levels.

#### **Judgment and Problem Solving**

Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

#### **Specialist Knowledge and Skills**

Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

#### **Management Skills**

Not required at this level.

#### **Interpersonal Skills**

Employees at this level require communication skills to enable them to effectively communicate with clients, other Employees and members of the public and in the resolution of minor matters.

#### **Qualifications and Experience**

Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a nontrade Certificate III, however described.



## **Level 4**

Level 4 covers operational and administrative Employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades Employees.

### **Authority and Accountability**

Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower levels. Responsible for leading Employees in operational duties or the application of trades, administrative or technical skills.

### **Judgment and Problem Solving**

The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

### **Specialist Knowledge and Skills**

Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardized procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

### **Management Skills**

Provide Employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of Employees at the 'work face'.

### **Interpersonal Skills**

Employees at this level require effective communication skills to enable them to communicate with clients, other Employees and members of the public and in the resolution of routine and usual matters.

### **Qualifications and Experience**

Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

- a trade certificate or equivalent;
- completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
- knowledge and skills gained through on-the-job training.



## **Level 5**

Level 5 covers technical, administrative and trades Employees undertaking duties and responsibilities in excess of Level 4.

### **Authority and Accountability**

The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised Employees or groups of Employees.

### **Judgment and Problem Solving**

Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.

### **Specialist Knowledge and Skills**

Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.

### **Management Skills**

May require skills in co-ordinating a team of Employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of Employees at the 'work face'.

### **Interpersonal Skills**

Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.

### **Qualifications and Experience**

Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:

- post-trade certificate and/or other post-secondary qualification below diploma or degree; or
- extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.



## **Level 6**

Level 6 covers administrative, technical or trades Employees undertaking duties and responsibilities in excess of Level 5.

### **Authority and Accountability**

May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the Employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

### **Judgment and Problem Solving**

Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.

### **Specialist Knowledge and Skills**

Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

### **Management Skills**

May provide higher level supervision of groups of operational, administrative, trades or technical Employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and coordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.

### **Interpersonal Skills**

Skills to communicate with Employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.

### **Qualifications and Experience**

Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:

- diploma or advanced diploma; or
- appropriate in-house training or equivalent.



## **Level 7**

Level 7 covers specialist technical Employees undertaking duties in excess of Level 6 and is the entry level for graduate professional Employees.

### **Authority and Accountability**

Provides professional and/or specialist technical services to complete assignments or projects in consultation with other Employees. May work with a team of Employees requiring the review and approval of more complex elements of the work.

### **Judgment and Problem Solving**

Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the Employer's internal sources, and assistance is usually available from other professional and/or specialist technical Employees in the work area.

### **Specialist Knowledge and Skills**

Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

### **Management Skills**

Technical and administrative Employees at this level may manage minor projects involving Employees in lower levels and other resources. Graduate professional Employees at this level are not expected to perform such management functions.

### **Interpersonal Skills**

Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.

### **Qualifications and Experience**

Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.



## **Level 8**

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the Employer.

### **Authority and Accountability**

Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

### **Judgment and Problem Solving**

Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.

### **Specialist Knowledge and Skills**

Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.

### **Management Skills**

Technical Employees at this level may manage more complex projects involving people and other resources. Professional Employees at this level may manage minor projects involving Employees in lower levels and other resources.

### **Interpersonal Skills**

Interpersonal skills in leading and motivating Employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

### **Qualifications and Experience**

Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.



## **Level 9**

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

### **Authority and Accountability**

Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the Employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Employer and have significant impact upon external parties dealing with the Employer. The position's influence would have an important role in the overall performance of the function.

### **Judgment and Problem Solving**

Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the Employer in the resolution of problems.

### **Specialist Knowledge and Skills**

Positions require knowledge and skills for the direction and control of a key function of the Employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

### **Management Skills**

Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

### **Interpersonal Skills**

Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the Employer and to liaise with external bodies.

### **Qualifications and Experience**

Employees will have a relevant degree or equivalent with extensive practical experience.



## **Level 10**

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

### **Authority and Accountability**

Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

### **Judgment and Problem Solving**

Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

### **Specialist Knowledge and Skills**

Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.

### **Management Skills**

Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

### **Interpersonal Skills**

Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.

### **Qualifications and Experience**

Employees require a relevant degree or equivalent and management experience.



## **Level 11**

Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.

### **Authority and Accountability**

Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.

### **Judgment and Problem Solving**

Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

### **Specialist Knowledge and Skills**

Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.

### **Management Skills**

Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

### **Interpersonal Skills**

Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.

### **Qualifications and Experience**

Positions require a relevant degree or equivalent and significant management experience.



## APPENDIX 4 COMPARISON OF PAY RATES TO THE EQUIVALENT AWARD CLASSIFICATIONS

Local Government Industry Award 2020 (This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 August 2023 (PR763319).)	Award Classification Description Summary	Appendix 1 Levels	EA Classification Description Summary	First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023	First full pay period on or after 1 July 2024
				Fixed rate of 6%	3.5% or CPI	Fixed rate of 4.5%
				Annual Salary	Annual Salary	Annual Salary
Level 1 – \$47,621.60	Operational employees with entry level, minimal <u>experience</u> and qualifications. Generic tasks under established practices and procedures. Close monitoring. Basic communication.	Level 3A	Level 3 covers operational Employees with relevant local government industry or equivalent experience and entry level administrative employees. Responsible for completion of regularly occurring tasks with general guidance. May supervise work or provide on-the-job training, based on skills and experience, to employees at a lower level. Personal judgment to follow predetermined procedures. Scope to exercise discretion in the application of established practices and procedures. Application of developed skills acquired through on-the-job training or accredited external training over <u>a number of</u> months. May require demonstrated competence in administrative areas.	\$50,620.65	\$54,113.47	\$56,548.58
Level 2 – \$49,140.00	Level 1 plus local government industry experience or equivalent. Resolve minor problems. Minimum qualification Yr 10 or appropriate labour market program or similar work/skills	Level 3B	Effective communication with clients, other <u>employees</u> and members of the public and in the resolution of minor matters. Qualifications or relevant experience in accordance with the work, may be acquired through Cert II or a nontrade Cert III.	\$51,237.98	\$54,773.40	\$57,238.21
Level 3 – \$50,991.20	<u>In excess of</u> Level 1 & 2 Responsible for regular occurring tasks with general guidance. May provide supervision to <u>lower level</u> employees. Personal judgment for predetermined procedures. Scope to exercise discretion in the application of established practices and procedures. Communication skills for clients, other <u>employees</u> and members of the public and in resolution of minor matters. Qualifications through a Cert II or a non-trades Cert III.	Level 3C	Operational and administrative employees undertaking duties and responsibilities <u>in excess of</u> Level 3, entry level for technical and trades employees. Work within guidelines, may supervise or lead employees. Perform tasks within existing techniques, systems,	\$51,855.31	\$55,433.32	\$57,927.82
Level 4 – \$51,740.00	Operational and administrative employees undertaking duties and responsibilities <u>in excess of</u> Level 3, entry level for technical and trades employees. Work within guidelines, may supervise or lead employees. Perform tasks within existing techniques, systems,	Level 4A	Operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the <u>entry level for</u> technical and trades Employees. Perform work within guidelines. May supervise or train employees at the same or lower levels. Responsible for leading employees in operational	\$52,472.63	\$56,093.24	\$58,617.44

	<p>equipment, <u>methods</u> or processes with guidance from senior staff.</p> <p>Competence in key skill areas, proficiency in standardised procedures and practices.</p> <p>Performance of trades and non-trades tasks incidental to the work.</p> <p>Communication for resolution of routine and usual matters.</p> <p>Qualification or relevant experience through trade certification or equivalent, accredited/industry-based training course equivalent to Cert IV, knowledge and skills gained through on-the-job training.</p>		<p>duties or application of trades, administrative or technical skills.</p> <p>Clearly defined work with procedures well understood. Tasks may involve selection from a range of existing techniques, systems, equipment, <u>methods</u> or processes with guidance available from more senior staff.</p> <p>Competence in key skill areas for major elements of the job. <u>Proficiency in</u> application of standardised procedures and practices. May include trades and non-trade tasks incidental to the work.</p> <p>Communication for resolution of routine and usual matters.</p> <p>Qualification or relevant experience through trade certification or equivalent, accredited/industry-based training course equivalent to Cert IV, knowledge and skills gained through on-the-job training.</p>			
		Level 4B		\$53,707.27	\$57,413.08	\$59,996.66
		Level 4C		\$54,941.93	\$58,732.92	\$61,375.91
Level 5 – \$54,984.80	<p>Technical, administrative and trade employees <u>in excess of</u> level 4.</p> <p>Exercise of high precision occupational skills using various specialised techniques, systems, equipment, <u>methods</u> or processes. Local decisions, direction, <u>leadership</u> and on-the-job training to supervised employees or group of employees.</p> <p>Solving problems with assessment of range of options having elements of complexity in reaching decisions and making recommendations.</p> <p>Supervisors quantify <u>amount</u> of resources needed and utilise assistance from other staff for problem solving.</p> <p>More complex post trades or specialist disciplines. Skills in co-ordinating a team.</p> <p>Persuasive communication skills, explaining policy to the public or others reconciling different points of view.</p> <p>Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include post-trade certificate, post-secondary qualification below diploma or degree or extensive knowledge and skill gained through on-the-job training.</p>	Level 5A	<p>Technical, administrative and trade employees <u>in excess of</u> level 4.</p> <p>Exercise of high precision occupational skills using various specialised techniques, systems, equipment, <u>methods</u> or processes. Local decisions, direction, <u>leadership</u> and on-the-job training to supervised employees or group of employees.</p> <p>Solving problems with assessment of range of options having elements of complexity in reaching decisions and making recommendations. Supervisors quantify the <u>amount</u> of resources needed and utilise assistance from other staff for problem solving.</p> <p>More complex post trades or specialist disciplines. Skills in co-ordinating a team.</p> <p>Persuasive communication skills, explaining policy to the public or others reconciling different points of view.</p> <p>Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include post-trade certificate, post-secondary qualification below diploma or degree or extensive knowledge and skill gained through on-the-job training.</p>	\$56,176.58	\$60,052.76	\$62,755.13
		Level 5B		\$58,337.22	\$62,362.48	\$65,168.80
		Level 5C		\$60,497.86	\$64,672.21	\$67,582.46
Level 6 - \$59,503.60	Administrative, technical or trade employees <u>in</u>	Level 6A	Administrative, technical or trade employees <u>in</u>	\$61,732.50	\$65,992.05	\$68,961.69

	<p>excess of level 5.</p> <p>Specialised/technical service, work with complexity. Make internal/external recommendations to represent the employer to stakeholders. Accountable for the quality, effectiveness, cost and timeliness of the programs, projects, work under their control and for safety and security of assets being managed.</p> <p>Problem solving may require variation of work priorities and approaches, some creativity.</p> <p>Advanced knowledge and skills in a number of areas which require analysis of complex options. Communicate to lower-level employees and the public. Write detailed and non-standard reports and correspondence in field of expertise.</p> <p>May have diploma or AD, or appropriate in-house training.</p>		<p>excess of level 5.</p> <p>Specialised/technical service, work with complexity. Make internal/external recommendations to represent the employer to stakeholders. Accountable for the quality, effectiveness, cost and timeliness of the programs, projects, work under their control and for safety and security of assets being managed.</p> <p>Problem solving may require variation of work priorities and approaches, some creativity.</p> <p>Advanced knowledge and skills in a number of areas which require analysis of complex options. Communicate to lower-level employees and the public. Write detailed and non-standard reports and correspondence in field of expertise.</p> <p>May have diploma or AD, or appropriate in-house training.</p>			
		Level 6B		\$63,584.48	\$67,971.81	\$71,030.54
		Level 6C		\$65,436.46	\$69,951.58	\$73,099.40
Level 7 - \$60,533.20	<p>Covers specialist technical employees undertaking duties in excess of Level 6, entry level for graduate professional employees.</p> <p>Professional and/or specialist technical services to complete assignments or projects in consultation with other employees. Work with a team requiring review and approval of more complex elements of the work.</p> <p>Assess a range of options with elements of complexity in reaching decisions and making recommendations. Use of internal precedents and assistance from other professional or specialist employees.</p> <p>Considerable knowledge and skill to a specific area to resolve issues with complexity which may not be clearly defined.</p> <p>Technical and Administrative employees may manage minor projects involving employees at lower levels and other resources.</p> <p>Participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Reports and correspondence in field of expertise.</p> <p>Skill and knowledge beyond those normally acquired through secondary education alone. Normally acquired through degree with little to no relevant work experience or a diploma with considerable experience.</p>	Level 7A	<p>Covers specialist technical employees undertaking duties in excess of Level 6, entry level for graduate professional employees.</p> <p>Professional and/or specialist technical services to complete assignments or projects in consultation with other employees. Work with a team requiring review and approval of more complex elements of the work.</p> <p>Assess a range of options with elements of complexity in reaching decisions and making recommendations. Use of internal precedents and assistance from other professional or specialist employees.</p> <p>Considerable knowledge and skill to a specific area to resolve issues with complexity which may not be clearly defined.</p> <p>Technical and Administrative employees may manage minor projects involving employees at lower levels and other resources.</p> <p>Participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Reports and correspondence in field of expertise.</p> <p>Skill and knowledge beyond those normally acquired through secondary education alone. Normally acquired through degree with little to no relevant work experience or a diploma with</p>	\$66,671.11	\$71,271.41	\$74,478.63



		Level 7B	considerable experience.	\$68,523.09	\$73,251.18	\$76,547.48
		Level 7C		\$70,375.05	\$75,230.93	\$78,616.32
Level 8 - \$65,410.80	<p>Professionals/specialists positions that provide both advisory and project management responsibilities <u>in excess of</u> Level 7. Position <u>have</u> major impact on day-to-day operations of a function, department or work area of the employer.</p> <p>Provides a specialist service in the completion of work or projects which have elements of complexity (composed of many parts that may be more conceptual to than definite).</p> <p>Interpretation of information and development of suitable procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decision or determine progress.</p> <p>Application of extensive knowledge and a high level of skill to a specific area to resolve issues having elements of complexity.</p> <p>Technical employees may manage more complex projects involving people and other resources. Professional employees may manage minor projects involving employees in low levels and other resources.</p> <p>Leading and motivating employees in different teams/ locations as well as persuasive communication skills to resolve problems or provide specialised advice.</p> <p>Supplement base level qualifications with additional skill training. Considerable practical experience or skills training is required to effectively control key elements of the job.</p>	Level 8A	<p>Professionals/specialists positions that provide both advisory and project management responsibilities <u>in excess of</u> Level 7. Position <u>have</u> major impact on day-to-day operations of a function, department or work area of the employer.</p> <p>Provides a specialist service in the completion of work or projects which have elements of complexity (composed of many parts that may be more conceptual to than definite).</p> <p>Interpretation of information and development of suitable procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decision or determine progress.</p> <p>Application of extensive knowledge and a high level of skill to a specific area to resolve issues having elements of complexity.</p> <p>Technical employees may manage more complex projects involving people and other resources. Professional employees may manage minor projects involving employees in low levels and other resources.</p> <p>Leading and motivating employees in different teams/ locations as well as persuasive communication skills to resolve problems or provide specialised advice.</p> <p>Supplement base level qualifications with additional skill training. Considerable practical experience or skills training is required to effectively control key elements of the job.</p>	\$71,609.71	\$76,550.78	\$79,995.56
		Level 8B		\$73,461.68	\$78,530.53	\$82,064.41
		Level 8C		\$75,313.66	\$80,510.30	\$84,133.26
Level 9 - \$69,976.40	<p>Involves duties and responsibilities <u>in excess of</u> level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.</p> <p>Accountable for the effective management of major sections or projects within their area of expertise. Professional advisory role to people within or outside the employer on major areas of</p>	Level 9A	<p>Involves duties and responsibilities <u>in excess of</u> level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.</p> <p>Accountable for the effective management of major sections or projects within their area of expertise. Professional advisory role to people within or outside the employer on major areas</p>	\$76,548.31	\$81,830.15	\$85,512.50







	<p>policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact on external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.</p> <p>High level of independence and determine or oversee the framework for problem solving or set strategic plans. May represent management or the employer in the resolution of problems.</p> <p>Knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.</p> <p>May direct professional or other staff in the planning, <u>implementation</u> and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational <u>problems</u> and participate in a discrete management team to resolve key problems.</p> <p>Leading and motivating staff required. Ability to persuade, convince or negotiate with staff, clients, members of the public, <u>tribunals</u> and persons in other organisations in the pursuit and achievement of specific and set objectives.</p> <p>Provision of key advice within and outside the employer and to liaise with external bodies.</p> <p>Relevant degree or equivalent with extensive practical experience.</p>		<p>of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact on external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.</p> <p>High level of independence and determine or oversee the framework for problem solving or set strategic plans. May represent management or the employer in the resolution of problems.</p> <p>Knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.</p> <p>May direct professional or other staff in the planning, <u>implementation</u> and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational <u>problems</u> and participate in a discrete management team to resolve key problems.</p> <p>Leading and motivating staff required. Ability to persuade, convince or negotiate with staff, clients, members of the public, <u>tribunals</u> and persons in other organisations in the pursuit and achievement of specific and set objectives.</p> <p>Provision of key advice within and outside the employer and to liaise with external bodies.</p> <p>Relevant degree or equivalent with extensive practical experience.</p>			
				\$78,400.28	\$83,809.90	\$87,581.35
		Level 9B				
		Level 9C		\$80,252.26	\$85,789.67	\$89,650.20



Level 10 - \$76,481.60	<p>Level 10 positions have a management focus upon the attainment of operational and strategic objectives, and includes senior managers who report to senior executive officers.</p> <p>Make determinative decisions and are accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.</p> <p>Resolve problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p> <p>Apply a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.</p> <p>Apply developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p> <p>Use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.</p> <p>Requires a relevant degree or equivalent and management experience.</p>	Level 10A	<p>Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.</p> <p>Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.</p> <p>Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p> <p>Application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.</p> <p>Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives.</p> <p>Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p> <p>Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.</p> <p>Employees require a relevant degree or equivalent and management experience.</p>	\$81,075.28	\$86,669.48	\$90,569.60
		Level 10B		\$84,375.28	\$90,197.18	\$94,256.05
		Level 10C		\$87,675.28	\$93,724.88	\$97,942.50
Level 11 - \$86,247.20	<p>Level 11 positions have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.</p> <p>Make determinative decisions and are accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.</p> <p>Resolves problems which require highly analytic</p>	Level 11A	<p>Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.</p> <p>Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.</p> <p>Resolution of problems which require highly</p>	\$91,427.55	\$97,736.06	\$102,134.19



	<p>reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p> <p>Requires the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.</p> <p>Apply highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Able to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p> <p>Use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.</p> <p>Positions require a relevant degree or equivalent and significant management experience.</p>	<p>analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p> <p>Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.</p> <p>Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p> <p>Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.</p> <p>Positions require a relevant degree or equivalent and significant management experience.</p>			
		Level 11B	\$95,327.55	\$101,905.15	\$106,490.88
		Level 11C	\$99,227.55	\$106,074.25	\$110,847.59



## 11. SIGNATORIES

For Central Highlands Council

Name: ADAM WILSON

Position: ACTING GENERAL MANAGER

Address: 19 ALEXANDER STREET BOTHWELL.

Signature: 

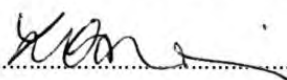
Date: 5<sup>th</sup> MARCH 2024

For The Australian Services Union

Name: Lisa Darmanin

Position: Branch Secretary

Address: 116 Queensberry Street, Carlton South Vic 3053

Signature: 

Date: 06 March 2024

For The Employees of Central Highlands Council

Name: Kathy Bradburn

Position: Senior Administrative Officer

Address: 19 Alexander Street, Bothwell

Signature: 

Date: 5 March 2024





## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/753

Applicant: Central Highlands Council

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Kim Hossack, General Manager of the Central Highlands Council ("**Council**"), have the authority given to me by the Council to give the following undertakings with respect to the Central Highlands Council Enterprise Agreement 2023 ("**Agreement**"):

1. Clause 7.22.5 of the Agreement will be deleted and replaced with the following:

#### **7.22.5. Exemption to Pay Redundancy Pay**

*To the extent permissible by law, there is no requirement for Council to pay redundancy pay to any Employee where there is not a redundancy situation, or to Employees:*

- *who resign from their employment with Council;*
- *whose employment is terminated as a consequence of performance, conduct or capacity;*
- *who are engaged as Casual Employees;*
- *who are engaged as Temporary Employees;*
- *with Continuous Service with Council of less than twelve (12) months; and*
- *where, on application to the Fair Work Commission, the Fair Work Commission is satisfied that Council has obtained acceptable alternative employment for them or cannot pay the amount.*

2. Clause 8.3.2 of the Agreement will be deleted and replaced with the following:

#### **8.3.2. Entitlement to Compassionate Leave**

*An Employee is entitled to three (3) days of compassionate leave for each Permissible Occasion when:*



- a member of the Employee's Immediate Family, or a member of the Employee's household:
  - contracts or develops a personal illness that poses a serious threat to their life;
  - sustains a personal injury that poses a serious threat to their life; or
  - dies; or
- a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

*A further two (2) days of compassionate leave, for a total of five (5) days for each Permissible Occasion, will be granted in situations where interstate or international travel is required for the purposes of this clause.*

*In order to be eligible for the additional two (2) days of compassionate leave, the Employee may be required to provide documentary evidence of the interstate or international travel, to the satisfaction of the General Manager.*

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Kim Hossack

25 March 2024

Date

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Tarleton Street Tel: (03) 6286 3202  
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